

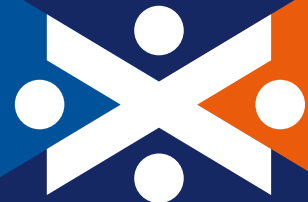
COMMERCIAL BANKING

## Core Banking Agreement



# PAY & COLLECT ONLINE (PCO)

Product & Services Terms & Conditions



**BANK OF  
SCOTLAND**

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Core Banking Agreement  
("The Agreement") contains  
terms, conditions and  
important information that  
apply to certain of our  
products and services.  
Those products and services  
can be identified as they  
state in the header Core  
Banking Agreement.

# Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



## Relationship Terms & Conditions

These contain the general relationship terms and conditions for all Products under The Agreement;



## General Information On Payments, Charges & Contacts

This contains the general information you will need to know in respect of payments and standard charges under The Agreement. Also included are general contact details and information on large print, Braille and call recording; and



## Product & Services Terms & Conditions

These contain additional terms and conditions for a specific Product provided under The Agreement;



## Pay & Collect Online Charges Schedule PCO Pay Charges Schedule

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

## You need to read

Product & Services Terms & Conditions, relating to a Product that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts and the Pay & Collect Online Charges Schedule and the PCO Pay Charges Schedule, as relevant to your Service.

You can find a copy of each of these at [bankofscotland.co.uk/corebankingagreement](http://bankofscotland.co.uk/corebankingagreement) or request a copy from your relationship team.

...the date on which these Product & Services Terms & Conditions are deemed to come into effect, as set out in the application form for these Product & Services Terms & Conditions and notwithstanding the date or dates of execution of the application form for these Product & Services Terms & Conditions.

l. **Commission**  
means the percentage-based commission and/or the margin-based commission, as calculated in accordance with the Pricing Schedule.

...disclosed to it lawfully by a party who did not obtain it (whether directly or indirectly) from the Disclosing Party;

iii. was in the public domain at the time of receipt by the Receiving Party or subsequently entered into the public domain other than by reason of breach of the Agreement or breach of any obligation of confidence owed by the Receiving Party or its agents or subcontractors to the Disclosing Party; or

iv. is trivial or obvious,

v. and (for the avoidance of doubt) the iSITE Service and the iSITE Guide are **Confidential Information**.

o. **Consent to Rely**  
means the optional consent to rely set out in the application form for these Product & Services Terms & Conditions.

p. **Control**  
has the meaning given to it by section 840 of the Income and Corporation Taxes Act 1988.

q. **Control Account**  
has the meaning given to it in clause 23.6.

r. **Designated Client Account**  
means any account held by us in your name and which is designated as holding funds beneficially owned by one or more Clients who are named or otherwise identified in the title of that account.

...the meaning given to it by section 1159 of the Companies Act 2006.

v. **Intellectual Property Rights**  
means all patents, trade or service marks, registered designs, copyrights, design rights, database rights, rights to extract information from a database, know how or any other industrial or commercial property right whether future or presently existing and any application for the foregoing.

w. **Internal Payment Instruction**  
means an instruction to transfer money electronically from an Account held in an Account Group to another Account held either in the same Account Group or in another Account Group.

► **ACCOUNT**  
means any Undesignated Account, Designated Client Account or Client Own Name Account or any other account type identified by us in writing from

# 1. Information about these Product & Services Terms & Conditions

- 1.1 These Product & Services Terms & Conditions and the **Bacstel-IP Terms** (or **PCO Pay Terms** if using that part of the **Service**) apply to the **Service**. The **User Guide** forms part of these Product & **Services** Terms & Conditions.

## 2. Definitions

- 2.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts and the **PCO Pay Charges Schedule** and the **Pay & Collect Online Charges Schedule** as relevant, have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions:

### **Bacs**

means Bacs Payment Schemes Limited and/or Vocalink Limited as appropriate (and any successor entity or entities thereto).

### **Bacstel-IP Service**

means the service that we provide to you providing a highly secure access channel into **Bacs** using internet technologies and **PKI**.

### **Bacstel-IP Terms**

means the terms and conditions relevant to the **Bacstel-IP Service**.

### **Group Company**

means (in respect of us) any member of **Lloyds Banking Group** and (in respect of you) any direct or indirect **Subsidiary** or **Holding Company** of you and any direct or indirect **Subsidiary** of any such **Holding Company**.

### **Helpdesk**

means the helpdesk service provided to you from time to time relating to the **Service**.

### **Holding Company**

has the meaning given to it under Section 1159 of the Companies Act 2006.

### **Intellectual Property Rights**

means all intellectual and industrial property rights of any kind whatsoever relating to the **Service**, including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in all countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

### **Nominated Account**

means the account held with us and nominated by you in your application form for the **Service** for the deduction of charges relating to the **Service** (or the account notified to us thereafter).

### **Pay & Collect Online Charges Schedule**

means the schedule of charges for the **Service**, excluding the **PCO Pay Service**.

### **PCO Administrator**

means a person appointed and authorised on your behalf whose **Permissions** allow them to access the **Service**, to manage the appointment, **Permissions** and removal of all **PCO Users** and to have all other powers assignable to that role under the **Service**.

#### **PCO Direct Debit Bureau Service**

means a managed service (forming part of the **Service**) available to customers that meet certain eligibility criteria (as advised to such customers from time to time) to manage the process of collecting direct debits within the rules of the **Bacs** direct debit scheme.

#### **PCO Non-Signing User**

means each person appointed and authorised on your behalf whose **Permissions** allow them to have all powers assignable to that role under the **Service**, but whose **Permissions** do not allow them to submit **PCO Transmissions**.

#### **PCO Pay Charges Schedule**

means the schedule of charges for the **PCO Pay Service**.

#### **PCO Pay Service**

means a managed service (forming part of the **Service**) available to customers that meet certain eligibility criteria (as advised to such customers from time to time) to manage the process of sending direct credits within the rules of the **Bacs** direct credit scheme as set out in the Product & Services Terms & Conditions for that product.

#### **PCO Pay Terms**

means the terms and conditions relevant to the **PCO Pay Service**.

#### **PCO Pay Reference Number**

means your unique reference number allocated by us to you to identify you uniquely. You will only have this if you are using the **PCO Pay Service**, or else you will have a **Service User Number**.

#### **PCO Signing User**

means each person appointed and authorised on your behalf whose **Permissions** allow them to have all powers assignable to that role under the **Service**, including the power to submit **PCO Transmissions** (providing such individual has **PKI** credentials assigned to them under the **Bacstel-IP Service**).

#### **PCO Transmission**

means an instruction, message, file or other communication which is in electronic form and which requires the use of **PKI** credentials for access to or the submission to **Bacs** of

such instruction, message, file or other communication.

#### **PCO User**

means **PCO Administrators**, **PCO Signing Users** and **PCO Non-Signing Users**.

#### **PCO User Instruction**

means any instruction, message, file or communication submitted through the **Service** other than a **PCO Transmission**.

#### **Permissions**

means the permissions allocated to each **PCO User** relating to the operation of the **Service** which may include the authority to access certain functions of the **Service** or to submit **PCO Transmissions**.

#### **PKI**

means a Public Key Infrastructure service (consisting of a certification authority, registration authority and certificate validation authority that in combination are able to issue, manage and certify digital certificates to enable the authentication and encryption of digital communications).

#### **Proprietary Information**

means any document, material or information supplied by us, on our behalf or by **Bacs** to you or the **PCO Users** in connection with the **Service** and/or the **Security Procedures**.

#### **Security Device**

means any hardware or other items issued by us (or by a third party on our behalf) from time to time so that we can identify a **PCO Signing User**.

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## ▶ ACCOUNT

means any account held by you or any Legal Entity with us which can be accessed through the Service.

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**Security Information**

means any security information including user identification names, codes, security cards, personal identification numbers, passwords or such other security information as we may determine is required for use in connection with the **Service**.

**Security Procedures**

means use of any **Security Devices** and **Security Information** in the way that we determine and in accordance with the confidentiality arrangements that you must observe (as detailed in **The Agreement**) and any other requirements which we may issue to you, amend or notify to you from time to time.

**Service**

means the PCO service and including the **PCO Pay Service** provided by us (and described in more detail in the **User Guide**) which enables you to:

- ▶ submit **PCO Transmissions** and **PCO User Instructions**;
- ▶ obtain access to information relating to **PCO Transmissions** and **PCO User Instructions**; and
- ▶ use the other facilities which we may from time to time incorporate into the **Service**.

**Service User Number**

means a six digit number allocated by us to you to identify you uniquely to **Bacs**. If using PCO Pay, you will have a **PCO Pay Reference Number** instead of a **Service User Number**.

**Subsidiary**

has the meaning given to it under Section 1159 of the Companies Act 2006.

**User Guide**

means the information which can be accessed through the support function available through the **Service**, as amended by us from time to time.

## 3. Your relationship with us

3.1 You In order to use the **Service**, you must:

- 3.1.1 maintain an account with us;
- 3.1.2 be sponsored by us to use the **Bacstel-IP Service** or, if using the **PCO Pay Service**, be approved by us to use the **Service**; and
- 3.1.3 comply with any other eligibility requirements that we impose from time to time.

3.2 You warrant and represent to us at all times that you meet the eligibility requirements under clause 3.1.

## 4. Your obligations

4.1 You will and you will procure that all **PCO Users** will:

- 4.1.1 comply with **The Agreement**;
- 4.1.2 ensure that personal and other data provided to us is always properly and accurately maintained, in particular that redundant **PCO User** profiles are promptly removed and that **PCO Users'** contact details, including email addresses, are accurate and up to date;
- 4.1.3 perform your obligations and exercise your rights under **The Agreement** in compliance with applicable laws and regulations;
- 4.1.4 have and maintain all necessary licences, permits, registrations, consents and authorisations required by applicable laws and regulations to perform your obligations and exercise your rights under **The Agreement**;
- 4.1.5 comply with any applicable **Security Procedures** including procedures advised to you by us and **Bacs** (and, in respect of **PCO Users**, any additional **Security Procedures** advised by you to such **PCO Users**);
- 4.1.6 ensure you protect any system we use for the **Service** against fraud and do not introduce any computer viruses, Trojans, worms, time bombs, malware or any other harmful programs into such systems; and



You must hold an Account and the Commercial Banking Online Service with us in order to use the Service.



4.1.7 provide us with all necessary co-operation and give us access to all necessary information (such as security access information) so that we are able to make the **Service** available to you.

4.2 You will not and you will procure that all **PCO Users** will not:

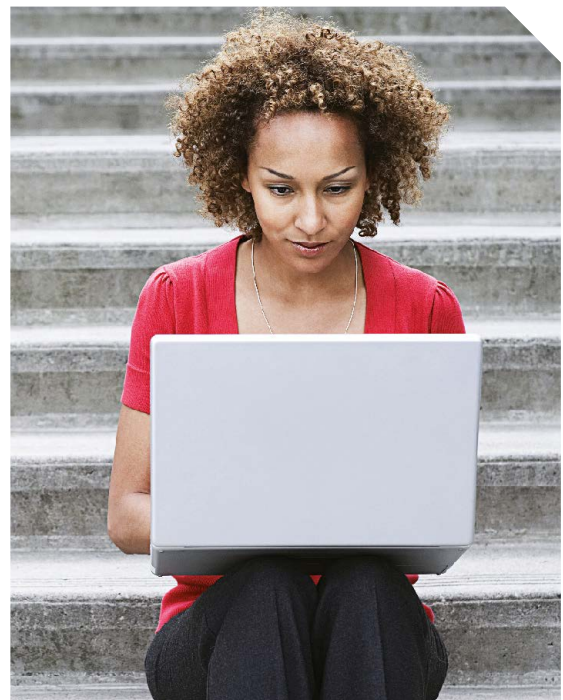
- 4.2.1 use the **Service** in a way or for a purpose not authorised or intended by us;
- 4.2.2 create or permit to be created any links to or from any website to any part of the **Service** or cause the **Service** to appear in any form (whether by framing or otherwise) other than that presented by us;
- 4.2.3 use the **Service** other than for your business purposes; and/or
- 4.2.4 use the **Service** or otherwise communicate with us in an unlawful, harmful, threatening, defamatory or offensive manner including by the use of abusive, foul or derogatory language.

## 5. Ownership of information

- 5.1 You agree that the **Proprietary Information** and **Intellectual Property Rights** will at all times remain vested in us and our licensors.
- 5.2 You and the **PCO Users** will take all reasonable steps to protect the **Proprietary Information** and the **Intellectual Property Rights** and will notify us if you become aware of any actual or potential infringement of the **Intellectual Property Rights**.
- 5.3 You acknowledge that neither you nor the **PCO Users** own or claim any right in the **Proprietary Information** or the **Intellectual Property Rights**.
- 5.4 You and the **PCO Users** must not use the **Intellectual Property Rights** or the **Proprietary Information** except in the proper access and use of the **Service**, and must not take copies, sell, assign, lease, sublicense or otherwise transfer them to anyone else.

## 6. Charges

- 6.1 Charges apply to your use of the **Service**. Unless otherwise agreed between you and us, you can find details of those charges in the **Pay & Collect Online Charges Schedule** and the **PCO Pay Charges Schedule**, as relevant. They may not both be applicable to you.
- 6.2 The General Information on Payments Charges and Contacts does not apply to the **PCO Pay Service**. It does apply to the **Service**, except the **PCO Pay Service**. In the event of any conflict, the **Pay & Collect Online Charges Schedule** will take precedence over the General Information on Payments, Charges & Contacts.
- 6.3 Following the end of a month, we will invoice you for any charges which apply to your use of the **Service** during the previous month. Charges will be deducted from the **Nominated Account** in accordance with the details set out in the invoice or as otherwise agreed between you and us from time to time.





## 7. The Service

- 7.1 The functionality, features and processes relating to the **Service** are set out more fully in the **User Guide**.
- 7.2 Certain features and functionality relating to the **Service** are only available on request. If you would like access to such additional features and functionality, please contact your relationship team. The charges for the additional features and functionality are set out in the charges schedule to these Product & Services Terms & Conditions.

## 8. Setting up the Service

- 8.1 You must ensure that all information provided to us relating to your computer equipment and operating systems software (whether provided as part of the application process for the **Service** or thereafter) is full, accurate and complete. You must also ensure that you have all computer equipment and operating systems software necessary for us to set up the **Service** and all relevant equipment and software is operating correctly before the date on which we come to set up the **Service** at the agreed location(s) or, in respect of the **PCO Direct Debit Bureau Service**, before we telephone you to set up the **Service**, or in respect of the **PCO Pay Service** before you are activated. If a visit is required and we are not able to set up the **Service** on our first visit because you have failed to meet your obligations under this clause 8.1, you shall be required to pay for any subsequent visits which are required to set up the **Service**.
- 8.2 We cannot guarantee that we will be able to set up the **Service** by a particular date. We will not be responsible to you:
- 8.2.1 for any delay in setting up the **Service**; or
  - 8.2.2 if set up is not possible at all as a result of you failing to meet your obligations under clause 8.1.

## 9. Setting up PCO Users and allocating Permissions

- 9.1 When you apply for the **Service**, as part of the standard offering, you may have one **Service User Number** assigned to the **Service** and you will have the ability to allocate two individuals as **PCO Signing Users**. Please contact us if you require additional **Service User Numbers** or additional **PCO Signing Users**. You can find details of the charges for additional **Service Users Numbers** and additional **PCO Signing Users** in the charges schedule to these Product & Services Terms & Conditions.
- 9.2 You are responsible for selecting individuals as **PCO Administrators** of the **Service** when you apply for the **Service**. Thereafter, the **PCO**

**Administrators** are responsible for registering **PCO Users** and assigning them with appropriate **Permissions** using the functionality made available via the **Service**. All **PCO Signing Users** will be granted the rights of a **PCO Administrator** (without further authorisation from you) on request via the **Helpdesk**.

- 9.3 Unless you are unable to appoint more than one **PCO Administrator** (due to the size of your organisation), if the number of **PCO Administrators** falls below two, the remaining **PCO Administrator** must promptly appoint another **PCO Administrator**.
- 9.4 A **PCO User** must be either you or an individual engaged under a contract of employment or a contract for services by you, a **Group Company** or a person or entity connected with you. We may ask you for evidence to confirm the relationship between you and any **PCO User**.
- 9.5 You will provide us with all details that we reasonably request in relation to any persons that you wish to nominate as **PCO Users** and all other information that we deem appropriate. We may run any checks that we deem fit in respect of such proposed **PCO Users** in order to comply with applicable law and regulation.
- 9.6 You must not let anyone other than a **PCO User** access or use the **Service**.
- 9.7 You must ensure that all **PCO Users** have appropriate training to use the **Service**.
- 9.8 You must ensure that you have two **PCO Signing Users** appointed at all times.

9.9 When you appoint individuals as **PCO Signing Users**, it is your responsibility to ensure that those individuals have **PKI** credentials assigned to them under the **Bacstel-IP Service**. Where charges apply to the appointment of individuals as **PCO Signing Users**, they will continue to apply even if those **PCO Signing Users** cannot authorise **PCO Transmissions** because they do not have **PKI** credentials.

9.10 If you only receive the **PCO Direct Debit Bureau Service** from us, you will not have any **PCO Signing Users** and any references to **PCO Signing Users** in these Product & Services Terms & Conditions will not apply to you. Your **PCO Non-Signing Users** will submit **PCO User Instructions** to us to allow us to prepare and submit **PCO Transmissions** to **Bacs** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc.

9.11 If you only receive the **PCO Pay Service** from us, you will not have any **PCO Signing Users** or a **Service User Number** and any references to **PCO Signing Users** or **Service User Number** in these Product & Services Terms & Conditions will not apply to you. Your **PCO Non-Signing Users** will submit **PCO User Instructions** to us to allow us to prepare and submit **PCO Transactions** to **Bacs** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc.

## 10. Deletion of PCO Users

10.1 If the relationship between you and a **PCO User** comes to an end (which may include termination of the contract of employment or services or the death of a **PCO User**), or if you require the suspension of a **PCO User**, the **PCO Administrator** is responsible for deleting such **PCO User**. Until the **PCO Administrator** deletes any **PCO User** that is no longer required, any charges that applied to the appointment of that **PCO User** will continue to apply. If the **PCO Administrator** is unable to delete such **PCO User**, you must immediately notify the **Helpdesk**. Subject to clause 18.4, a **PCO User's** access to and use of the **Service** will be terminated upon deletion.

10.2 We reserve the right at any time to delete **PCO Users** after a period of non-use of the **Service** as determined by us. We will give you reasonable notice of such deletion.

## 11. PCO User Instructions and PCO Transmissions


- 11.1 Access to particular functions of the **Service** and the ability to submit **PCO User Instructions** and **PCO Transmissions** is determined by the **Permissions** allocated to a particular **PCO User** (administered by you through the **Service**). Notwithstanding this, we have a right to seek verification of the validity of **PCO User Instructions** and/or **PCO Transmissions** at any time.
- 11.2 You will be responsible for ensuring that you allocate a sufficient number of **PCO Signing Users** (and you shall have, in any event, at least two **PCO Signing Users** appointed at all times in accordance with clause 9.8) and **PCO Non-Signing Users** in order to enable **PCO Transmissions** and **PCO User Instructions** to be submitted to us.
- 11.3 We may decline to process or delay processing any **PCO User Instructions** and/or any **PCO Transmissions**, and we will not have any responsibility to you for any loss or damage that you may suffer as a result, where the persons providing such instructions have not been properly registered by you as **PCO Users** of the **Service**, **Permissions** have not been properly assigned in accordance with this clause 11, we seek verification of **PCO User Instructions** and/or **PCO Transmissions** from you before actioning them or we consider the **PCO User Instructions** and/or **PCO Transmissions** to be unclear or incomplete.
- 11.4 Notwithstanding clause 11.3, we are entitled to accept and act upon **PCO User Instructions** and **PCO Transmissions** without making further enquiries into the purpose for which they were given or any circumstances relating to them provided such **PCO User Instructions** and **PCO Transmissions** are within the **Permissions** of that **PCO User**.
- 11.5 You agree that **PCO Users** will have all the **Permissions** as allocated by you and you will ensure that all **PCO Users** act in accordance with such **Permissions** and ensure that their access to and use of the **Service** is strictly subject to and compliant with **The Agreement**.
- 11.6 You will be responsible for the content and accuracy of all **PCO User Instructions** and all **PCO Transmissions** submitted by **PCO Users**.
- 11.7 You will indemnify us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) (howsoever caused, including if caused by negligence) suffered or incurred by us arising as a direct or indirect result of us accepting and acting in accordance with a **PCO User Instruction** and/or a **PCO Transmission**.
- 11.8 When a **PCO Signing User** uses the **PKI** credentials assigned to them under the **Bacstel-IP Service** to submit a **PCO Transmission**, you will be providing your consent to us and to **Bacs** to process any payment instructions contained within such **PCO Transmission**.
- 11.9 The use of **PKI** credentials to submit and receive **PCO Transmissions** and the processing of any payment instructions contained within such **PCO Transmissions** shall be governed by the **Bacstel-IP Terms** and the **Bacstel-IP Terms** shall take precedence over these Product & Services Terms & Conditions to the extent of any conflict relating to such matters. The cut off time by which you need to have completed the submission of a **PCO Transmission** to us (or we will not be deemed to receive the **PCO Transmission** until the next **Business Day**) is set out in the **User Guide**.
- 11.10 When using the **PCO Direct Debit Bureau Service** or the **PCO Pay Service**, clauses 11.8 and 11.9 will not apply to you. You consent to us submitting **PCO Transmissions** to **Bacs** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc. You also consent to us retrieving reports relating to the **Service** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc. The processing of any payment instructions contained within **PCO Transmissions** shall be governed by the **Bacstel-IP Terms** (or **PCO Pay Terms** if using that service) and the **Bacstel-IP Terms** (or **PCO Pay Terms** if using that service) shall take precedence over these Product & Services Terms & Conditions to the extent of any conflict relating to such matters. The cut off time by which you need to have completed the submission of a **PCO User Instruction** to us (or we will not be deemed to receive the **PCO User Instruction** until the next **Business Day**) is set out in the **User Guide**.
- 11.11 You shall notify the **Helpdesk** if you will be submitting **PCO User Instructions** or **PCO Transmissions** that will include more than 250,000 transactions per **PCO User Instruction** or **PCO Transmission** (as applicable).

## 12. Availability of the Service

- 12.1 We give no warranty (express or implied) that the availability of the **Service** will be uninterrupted or error free.
- 12.2 The **Service** (including your ability to submit **PCO User Instructions** and **PCO Transmissions** through the **Service**) and the **Bacstel-IP Service** may be unavailable for periods of time:
  - 12.2.1 if we need to carry out routine or emergency maintenance (and we will notify you in advance of such maintenance as far as is reasonably possible);
  - 12.2.2 if we are unable to provide the **Service** due to the unavailability of a network;
  - 12.2.3 due to misuse or inappropriate use of the **Service** by you, any **PCO User** and/or any of our suppliers/agents; and/or
  - 12.2.4 due to problems with your **PCO Administrator**.

## 13. Helpdesk

- 13.1 Details relating to the availability of the **Helpdesk** are set out in the support function available through the **Service**.
- 13.2 You acknowledge that the **Helpdesk** will not always be open to provide you with support.

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- ▶ Details relating to the availability of the Helpdesk are set out in the support function available through the Service

## 14. Security

- 14.1 Each **PCO User** will require separate **Security Information** which will be used by us to identify that **PCO User** when they are accessing the **Service**. **PCO Signing Users** will also require a **Security Device**. You are responsible for ensuring that **Security Devices** are not used by anyone else and that **Security Information** is not disclosed to anyone else by you or the relevant **PCO User**. Each **PCO User** is required to follow the **Security Procedures** when accessing the **Service**.
- 14.2 We will, from time to time, specify additional **Security Procedures** which must be adopted in order to use the **Service**. We may make changes to these Product & Services Terms & Conditions in connection with changes to the **Security Procedures** in accordance with the section entitled "Changes to the Terms And Conditions" in the Relationship Terms & Conditions or require that you enter into supplemental or separate agreements in respect of such **Security Procedures**.
- 14.3 You are responsible for ensuring that you and all **PCO Users** comply with the **Security Procedures**. You acknowledge and agree that you owe a duty of care to us to ensure the competency, honesty, integrity and suitability of any **PCO Users** and to ensure that, in addition to you and us, the **Security Information** and the **Security Procedures** are known only to the relevant **PCO Users**.
- 14.4 You agree to adopt, operate, and maintain our standards for effective security and confidentiality measures in relation to you and your **PCO Users'** use of the **Service, Security Devices, Security Information** and **Security Procedures**, including taking all reasonable precautions to:
- 14.4.1 prevent unauthorised access to and unauthorised use of the **Service, Security Devices, Security Information** and/or **Security Procedures**;
  - 14.4.2 prevent any aspect of the **Security Information** and/or **Security Procedures** from being disclosed or made available to anyone else; and
  - 14.4.3 ensure that **PCO Users** access the **Service** in a secure manner.
- 14.5 You must use all reasonable endeavours to:
- 14.5.1 ensure that **PCO Users** do not choose **Security Information** that is easy for someone else to guess;
  - 14.5.2 ensure that **PCO Users** store all **Security Devices** safely and dispose of any **Security Information** securely and permanently;
  - 14.5.3 ensure that **PCO Users** protect any **Security Information** by memorising it and destroying any written notification relating to it as soon as possible after receiving it;
  - 14.5.4 ensure that no-one leaves any computer or other device relating to the **Service** unattended or allows it to be accessed or used by anyone else;
  - 14.5.5 take account and ensure that **PCO Users'** take account of any security alerts or updates issued by us from time to time, whether through the **Service** or otherwise;
  - 14.5.6 ensure that **PCO Users** do not access the **Service** in a place and/or at a time when unauthorised persons (i.e. persons who are not authorised to view the information which is available through the **Service**) may be able to see it;
  - 14.5.7 ensure that **PCO Users** change their personalised **Security Information** promptly on request by us;
  - 14.5.8 disable, and ensure that **PCO Users** disable, any facility on any computer used by **PCO Users** to access the **Service** which records or remembers security information and/or key strokes; and
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- ▶ You acknowledge that access to the Service from certain countries of the world may result in the breach of local laws and regulations, in particular those relating to the import and export of the Service Equipment.
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- 14.5.9 ensure that any computer or other device through which you or **PCO Users** access the **Service** and all **PCO Transmissions** and **PCO User Instructions** are free from any computer viruses, Trojans, worms, time bombs, malware or any other harmful programs and are protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 14.6 We are entitled to log any user out of the **Service** after a period of inactivity, such period to be determined by us from time to time at our discretion. We will not be responsible for any information lost as a result of the automatic log out.
- 14.7 You must ensure that your **PCO Administrator** takes all necessary steps to cancel or suspend the access rights of the **PCO User(s)** affected and contact us without undue delay if you, any **PCO User** or, if appropriate, anyone else employed by or connected to you know, or believe that:
  - 14.7.1 any part of any **Security Information** has been, is or may be lost, stolen, misappropriated, misused or known to someone else;
  - 14.7.2 a **Security Device** has been lost, stolen, misappropriated, misused or anything has been done or tried to be done to compromise its security;
  - 14.7.3 anyone is, or may be, accessing or using the **Service** without appropriate authorisation, misusing the **Service** or breaching confidentiality; and/or
  - 14.7.4 any fraud is being or may be committed involving the **Service**, and you must also take any action that we specify to prevent unauthorised use or deal with these security issues.
- 14.8 You can contact the **Helpdesk** in these circumstances and you can find contact details for the **Helpdesk** in the **User Guide**.
- 14.9 You agree that you will assist us or our agents in any investigations into the loss or theft or potential misuse of any **Security Information** or **Security Device**. You acknowledge that we may pass information relating to you to other financial institutions and/or the police or other authorities for the purposes of an investigation.
- 14.10 Our security systems may be used to monitor your use of the **Service** in order to identify unauthorised access.

## 15. Technical requirements relating to the Service

- 15.1 You are responsible for and will, at your sole risk and expense, arrange access to the **Service** using the internet or any other method of communication approved by us. We are not responsible to you for any loss or damage suffered by you arising from any network or communication failure.
- 15.2 The **Service** is designed to be accessed by particular internet browsers. We will tell you what these are from time to time.
- 15.3 You must comply with the computer, operating software and browser specifications and other technical requirements we notify to you from time to time in respect of access to the **Service** and you must only use and upload the same file type as that which was tested and/or agreed with you when the **Service** was set up (unless we notify you otherwise or agree otherwise with you from time to time). We are not responsible to you if the **Service** does not operate correctly, or at all, due to your failure to comply with this clause 15.3.
- 15.4 You should make suitable contingency arrangements to cover system or operating failures in accordance with good practice and all applicable law and regulations.
- 15.5 You must contact us immediately if you become aware of or suspect:



- 15.5.1 any failure of any part of the **Service**;
- 15.5.2 any error in any part of the **Service**; or
- 15.5.3 any programming error or defect or corruption of any part of the **Service**,

and promptly use your best endeavours to assist us in implementing any remedial steps that we propose.

- 15.6 We may use cookies on **Our Website**, on the website used by you to access the **Service** and to enable us to provide the **Service**. Switching off or “opting out” of the use of cookies will mean

that **PCO Users** may not be able to use certain features of **Our Website** and the **Service**. We will not have any responsibility to you for any loss or damage that you may suffer as a result of any inability or delay in your ability to use the **Service** or any functionality of the **Service** (including that relating to **PCO User Instructions** and **PCO Transmissions**) resulting from cookies being disabled. You can find out more information about the cookies we use by reading the cookies policy on **Our Website**.

## 16. Information available using the Service

- 16.1 We will make information available to you through the **Service**. You acknowledge that any information available using the **Service** is for reference purposes only and should not be relied upon as representing the accurate, complete or up to date position at any particular time.
- 16.2 The records we maintain of instructions and authorisations received, **PCO Transmissions**, **PCO User Instructions** and of transactions that we, you or **PCO Users** complete will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, **PCO Transmissions**, **PCO User Instructions** and transactions.

- 16.3 You acknowledge that it is your responsibility to monitor messages transmitted to you through the **Service** and to respond to such messages in accordance with **Bacs** scheme rules.

## 17. Disclaimers regarding the Service

- 17.1 You acknowledge that we do not warrant that the use of the **Service** will meet your general or any particular requirements.
- 17.2 You acknowledge that the internet is a public system over which we have no control.



## 18. Suspension of the Service

- 18.1 We reserve the right at any time to suspend the **Service** or access thereto (for any or all **PCO Users**) for such period or periods as we consider appropriate in our absolute discretion if:
- 18.1.1 any **Security Device** and/or any part of any **Security Information** has been, is or may be lost, stolen, misappropriated, misused or known to someone else;
  - 18.1.2 anyone is, or may be, accessing or using the **Service** without appropriate authorisation, misusing the **Service** or breaching confidentiality;
  - 18.1.3 suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the **Service**;
  - 18.1.4 for technical reasons, provision of the **Service** is not possible;
  - 18.1.5 there are reasonable grounds to suspect compromise of security;
  - 18.1.6 the **Bacstel-IP Service** has been suspended in accordance with the **Bacstel-IP Terms** (or the **PCO Pay Service** has been suspended in accordance with the **PCO Pay Terms** if using that **Service**);
  - 18.1.7 in relation to the circumstances set out in clause 19.3, whilst we are investigating such circumstances,
- and we will not be responsible for any loss or damage that you may suffer as a result of us suspending the **Service**.
- 18.2 We will inform you as soon as is practicable if we are going to, or if we have, suspended the **Service** or access thereto and we will advise you of the reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the suspension on the **Service** or access thereto as soon as is practicable if the reason for suspension no longer applies.
- 18.3 For the avoidance of doubt, during any period of suspension:
- 18.3.1 of the **Service**, it will not be possible to submit any **PCO User Instructions** or **PCO Transmissions**; and
  - 18.3.2 of the **Bacstel-IP Service**, it will not be possible to submit any **PCO Transmissions**.
- 18.4 Where either we or you suspend or remove a **PCO User's** access to the **Service**, such suspension or removal does not take effect until after that **PCO User** has logged out of the **Service**. We will not be liable for any actions of that **PCO User** and/or for complying with any instructions of that **PCO User** during the period of time between the suspension or removal of a **PCO User** and that **PCO User** logging out or being logged out of the **Service**.

## 19. Termination

- 19.1 You may stop receiving the **Service** from us at any time for any reason. If you wish to do so, you will need to give notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us. The **Service** will terminate on the first day of the month following the date of our receipt of your notice.
- 19.2 We may stop providing the **Service** to you at any time for any reason by giving no less than two months' written notice to you (provided that we also give you any other notice that we are required to give to you by law).
- 19.3 We may stop providing the **Service** to you or restrict or remove any **PCO User's** access to the **Service** immediately if you breach clause 3 of these Product & Services Terms & Conditions.
- 19.4 We may cancel or suspend the **PCO Pay Service** at any time if:

- 19.4.1 you do not have a bank account with us; or
- 19.4.2 we have to carry out preventative or emergency maintenance work; or
- 19.4.3 use of the **PCO Pay Service** exceeds any agreed or specific limits; or
- 19.4.4 you are in breach of your obligations under these Product & **Services** Terms & Conditions; or
- 19.4.5 you have not used the **PCO Pay Service** for more than 13 months.

- 19.5 Without prejudice to our right to stop providing the **Service** to you under Section 13.2.2 of the Relationship Terms & Conditions, we may restrict or remove any **PCO User's** access to the **Service** immediately if any of the circumstances in Section 13.2.2 of the Relationship Terms & Conditions have occurred.
- 19.6 The **Service** will terminate automatically if you stop receiving the **Bacstel-IP Service** or we stop providing the **Bacstel-IP Service** to you.

## 20. What happens after termination or cancellation?

- 20.1 If you cancel the **Service**, stop receiving the **Service** or we stop providing you with the **Service**, you will immediately ensure that neither you nor any of your **PCO Users** attempt to access or use the **Service** and you will immediately and at our discretion, either:
  - 20.1.1 return to us all **Security Devices**, material (whether originals or copies and in whatever medium) hardware, software and documentation relating to the **Service**; or
  - 20.1.2 confirm that such **Security Device**, materials, hardware, software and documentation have been destroyed.

- 20.1.1 return to us all **Security Devices**, material (whether originals or copies and in whatever medium) hardware, software and documentation relating to the **Service**; or
- 20.1.2 confirm that such **Security Device**, materials, hardware, software and documentation have been destroyed.

## 21. Liability and relief

### We would like to draw your particular attention to this clause 21.

- 21.1 Our total liability to you arising out of or in connection with the **Service** in any period of 12 months (or such lesser period as you have been receiving the **Service**) up to the date when the liability was incurred, whether in contract, tort, delict or otherwise, in each case howsoever caused including if caused by negligence, shall not exceed:
  - 21.1.1 the amount (if any) necessary to reimburse you in respect of any transaction as required by law; and
  - 21.1.2 the amount of the fees paid by you for the **Service** in respect of that period or the sum of £5,000, whichever shall be the greater.
- 21.2 We will have no responsibility to you arising out of or in connection with these Product & Services Terms & Conditions, howsoever caused including if caused by negligence, for any:
  - 21.2.1 loss of profit (whether direct, indirect or consequential);
  - 21.2.2 loss of revenue, loss of production or loss of business (whether direct, indirect or consequential);
  - 21.2.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);
  - 21.2.4 loss of anticipated savings or loss of margin (whether direct, indirect or consequential);
  - 21.2.5 loss of bargain (whether direct, indirect or consequential);
  - 21.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
  - 21.2.7 loss of or corruption of data or information (whether direct, indirect or consequential);
  - 21.2.8 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
  - 21.2.9 indirect, incidental, consequential or special or punitive loss and other non-direct damages of any kind or character.

- 21.2.2 loss of revenue, loss of production or loss of business (whether direct, indirect or consequential);
- 21.2.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);
- 21.2.4 loss of anticipated savings or loss of margin (whether direct, indirect or consequential);
- 21.2.5 loss of bargain (whether direct, indirect or consequential);
- 21.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
- 21.2.7 loss of or corruption of data or information (whether direct, indirect or consequential);
- 21.2.8 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
- 21.2.9 indirect, incidental, consequential or special or punitive loss and other non-direct damages of any kind or character.

- 21.3 We will have no liability to you arising out of or in connection with the **Service**, whether in contract, tort, negligence, delict or in any other way including in connection with your use of, access to or reliance on the **Service**.
- 21.4 Subject to any terms implied by law or by the rules of any regulatory body which cannot be excluded and except where we have liability under another part of **The Agreement** we will not be liable in contract, tort, negligence, delict or in any other way for:
- 21.4.1 fraud by you and/or any **PCO User**; or
- 21.4.2 any failure by you to use or to ensure that the use of **Service** is in accordance with **The Agreement** and any other instructions provided by us from time to time.
- 21.5 You will indemnify us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) (howsoever caused, including if caused by negligence) which we may incur or suffer arising, directly or indirectly, from:
- 21.5.1 any access or use by you or any **PCO User** of the **Service**; and/or
- 21.5.2 any breach of **The Agreement** by you and/or any **PCO User**.
- 21.6 You will have sole responsibility for any data prepared and input by you or on your behalf and we will not be responsible for any fault or error whatsoever in that data or its input.
- 21.7 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections entitled "Refunds for incorrectly executed payment instructions", "Refunds for incorrect payment amounts/sums" and "Refunds for unauthorised transactions" in the Relationship Terms & Conditions. Any limitation on your liability under the section entitled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

## 22. Complaints/Service Promise

- 22.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You should contact the **Helpdesk** about your complaint in the first instance.

## 23. Miscellaneous

- 23.1 If you are a financial institution then in order to support the recommendations of the Financial Action Task Force, applicable law and in pursuance of our policies with respect to money laundering counter terrorist financing and criminal activity, you will not, unless otherwise agreed by us (and if so, subject to compliance with such conditions as we may stipulate from time to time) use the **Service** to make any payment in your name when acting as the payment service provider for a third party.
- 23.2 The parties are independent contractors and are not partners or joint venturers with regard to the subject matter of these Product & Services Terms & Conditions. Neither party is the agent of the other nor will either party have the right to impose any obligations on the other party in relation to third parties without the other party's prior written consent.

**23.3** We will only give notices to **PCO Administrators**. Any notice given to a **PCO Administrator** is deemed to be given to you and all **PCO Users**. It is the responsibility of the **PCO Administrators** to pass on any information contained within such notices to any relevant parties.

**23.4** Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).

**23.5** These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 23.6 and clause 23.7, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other products or services (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.

**23.6** Subject to clauses 11.9 and 11.10, to the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the **Service**, these Product & Services Terms & Conditions will take precedence.

**23.7** Subject to clauses 11.9 and 11.10, to the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

## 24. Contact details

**24.1** You can contact us:

by calling the Helpdesk



or by such other contact methods as we may advise to you from time to time

**24.2** Further contact details are set out within the General Information On Payments, Charges & Contacts.

