

COMMERCIAL BANKING

Core Banking Agreement



Corporate Online

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**;



Product & Services Terms & Conditions

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



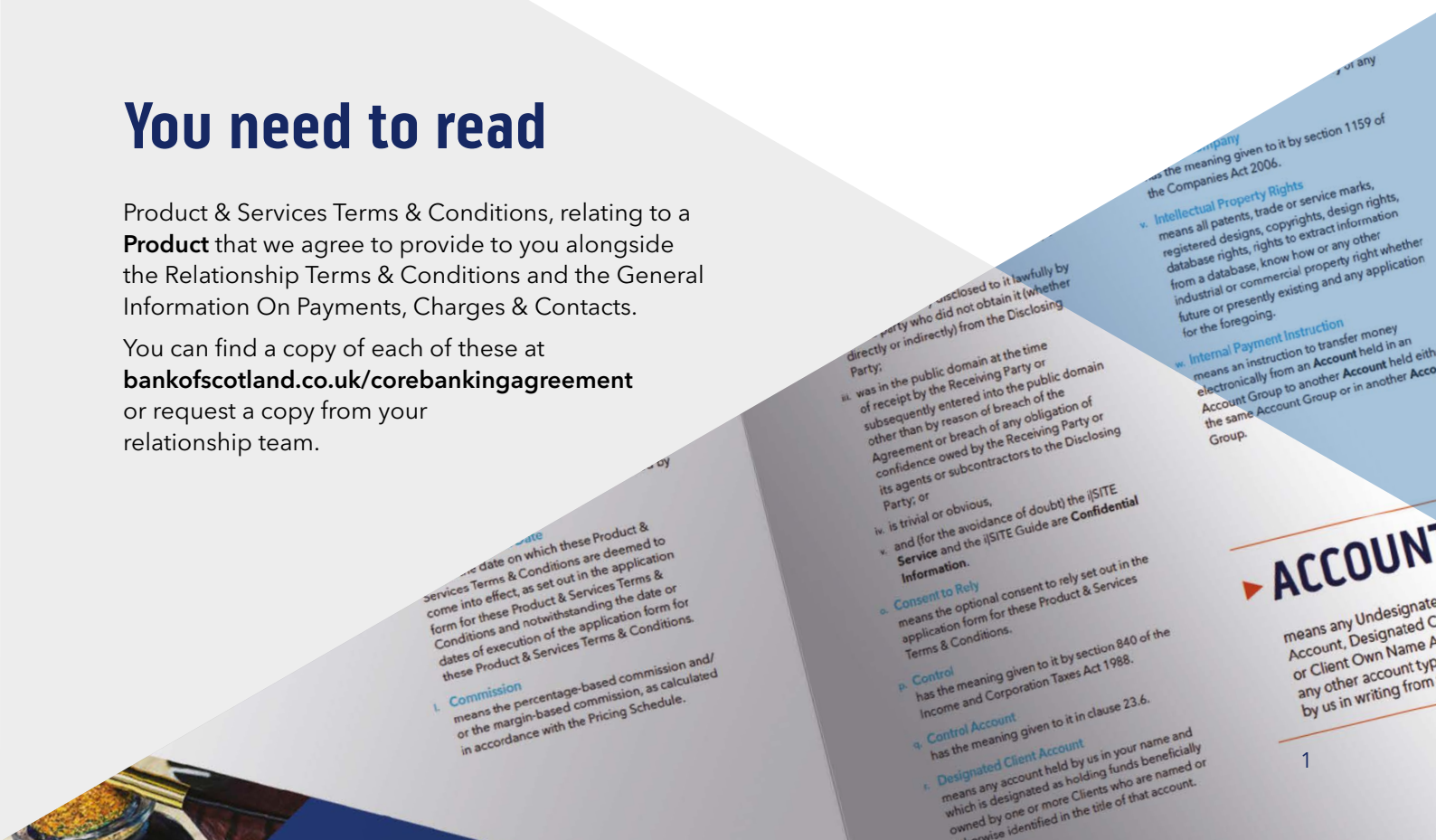
General Information On Payments, Charges & Contacts

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.

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.

You can find a copy of each of these at bankofscotland.co.uk/corebankingagreement or request a copy from your relationship team.



1. Definitions and interpretation

- 1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts 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.

Account

means any account (whether in single or joint names) maintained on your behalf by us which, from time to time, may be accessed, viewed or operated through the **Service**.

Digital Identification Service

has the meaning given it in the **PKI Customer Agreement**.

Help Service

means the guides and help files available through **Our Website**, or in print or through the telephone service which we offer to assist **Users** to access and operate the **Service**.

Intellectual Property

means the copyright, trade marks and all other intellectual property rights in the **Proprietary Information**.

LBIL

means Lloyds Bank International Limited, registered in Jersey, with number 4029, with registered and head office at PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG and its successors and assigns.

Online Payment Service

means the functions of the **Service** which permit **Type 2 Users** to access your **Accounts** and give **User Instructions** (including instructions to make or receive payments by **CHAPS**, **BACS** or **SWIFT**), and any related or additional functionality that we make available from time to time.

Online Viewing Service

means the function of the **Service** which permit **Type 1 Users** and **Type 2 Users** to access and view information about an **Account**, and any related or additional functionality that we make available from time to time.

PKI Customer Agreement

means the digital identification service PKI customer agreement between you and us which forms part of **The Agreement** and relates to the access and use by you of the **Digital Identification Service**. A copy of it can be found at corporateonline.co.uk/bos/col-support/pki/ or such other address as we may specify, from time to time.

Proprietary Information

means any document, material or information supplied by us or on our behalf to you or the **Users** in connection with the **Service**, including the **Security Device** or **Security Information**.

Security Device

means any device issued by us or on our behalf (for example, a smartcard or token) to enable you or a **User** to access the **Service**.

Security Information

means a user identification name, code, **PIN**, password or such other security information as we may determine for use in connection with the **Service**. We may stipulate different types of **Security Information** for you, and the different categories of people who may be authorised to use the **Service**.

Security Procedures

means the security procedures and confidentiality arrangements that you must observe as detailed in:

- i. clauses 4, 15.1, 15.3 and 15.4; and
- ii. in the case of a **Type 2 User** and a **System Administrator**, clause 15.5 and the **PKI Customer Agreement**,

which, in all cases, may be updated by us from time to time in accordance with the section titled "Changes To The Terms & Conditions" in the Relationship Terms & Conditions where changes relate to clauses in these Product & Services Terms & Conditions.

Service

means the services we agree to provide you under the Corporate Online name which currently includes the **Online Payment Service** and **Online Viewing Service**, and any other internet-based reporting, payment and other services we may make available to you from time to time under the Corporate Online name.

System Administrator

means each person you have told us is to be a system administrator.

Tariff

means the schedule of charges relating to your use of the **Service** as set out in the General Information on Payments, Charges & Contacts or as otherwise agreed with you in writing.

Type 1 User

means a person appointed and authorised on your behalf by a **System Administrator** to access the **Online Viewing Service** and, if applicable, to create but not authorise instructions or requests through the **Online Payment Service** which would otherwise be **User Instructions**.

Type 2 User

means a person appointed and authorised on your behalf by a **System Administrator** to access and use the **Online Viewing Service** and the **Online Payment Service** (including, where applicable, the authority to authorise **Payment Instructions**).

User

means as the context may require, each **System Administrator** and each **Type 1 User** or **Type 2 User** permitted to access and use the **Service**.

User Instruction

means an instruction, authorisation or request (payment or otherwise) given to us through the **Service** by a **Type 2 User**:

- a. on your behalf; or
- b. subject to clause 14.3:
 - i. on behalf of another member of your corporate group; or
 - ii. on behalf of any person or entity connected with you.

▶ HELP SERVICE

means the guides and help files available through Our Website, or in print or through the telephone service which we offer to assist Users to access and operate the **Service**.

2. Access and Use

- 2.1 You must not let anyone other than a **User** access and use the **Service** on your behalf.
- 2.2 Subject to **The Agreement**, we will:
 - 2.2.1 make the **Service** available to you and **Users**; and
 - 2.2.2 provide **Users** with the **Help Service** (although we may sometimes have to suspend or vary the availability of the **Help Service**).

3. Charges

- 3.1 We may charge you for use of the **Service**. The charges are set out in the General Information On Payments, Charges & Contacts, although these may not apply to you, to the extent that different charges have been provided to you in writing. These charges will be in addition to any charges in respect of the **Accounts**.

4. Security

- 4.1 You are responsible for ensuring that you and all **Users** comply with the **Security Procedures**.
- 4.2 You acknowledge and agree that you owe a duty of care to us to ensure the competency, honesty, integrity and suitability of any **Users** and to ensure that, in addition to you and us, the **Security Information** and **Security Procedures** are known only to the relevant **Users**.
- 4.3 You agree to adopt, operate, and maintain effective security and confidentiality measures in relation to your and your **Users'** use of the **Service**, including taking all reasonable precautions to prevent unauthorised use of the **Service** and ensuring that all **Security Information** and **Security Devices** are kept under secure conditions and not disclosed or made available to anyone else, and that all **Users** access the **Service** in a secure manner.
- 4.4 From time to time, we may notify you of additional security requirements. You must ensure that you and each **User** promptly complies with these requirements.
- 4.5 You must ensure that no-one leaves any computer or other device connected to the **Service** unattended or allows it to be used by anyone else.
- 4.6 You must ensure that any computer or other device through which you or **Users** access the **Service** is free from any computer viruses, Trojans and malware, and is protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 4.7 You must ensure that your **System Administrator** takes all necessary steps to cancel the access rights of the **User** affected and thereafter contact us immediately by telephone (our contact details are set out in the General Information on Payments, Charges & Contacts) if you, any **User** or, if appropriate, anyone else employed by or connected to you know, or believe that:
 - 4.7.1 any part of anyone's **Security Information** has been, is or may be lost, stolen, misused, or known to someone else;
 - 4.7.2 a **Security Device** has been lost or stolen or anything has been done or tried to be done to compromise its security;
 - 4.7.3 anyone is, or may be, accessing or using the **Service** without appropriate authorisation, misusing the **Service**, or breaching confidentiality; or
 - 4.7.4 any fraud is being or may be committed involving the **Service**, and you must also take any action that we specify to prevent such unauthorised use or to deal with these security issues.



A close-up, high-angle shot of a glass hourglass with silver sand falling from the top bulb into the bottom bulb. The hourglass is positioned diagonally across the upper right portion of the page. The background is a solid dark blue with a lighter blue circular gradient on the left side.

TIMING

The timing of processing of a transaction may vary depending on whether that transaction is processed manually or electronically, and some transactions will appear immediately while others will appear on the next Business Day.

5. Your further obligations

- 5.1 You will, when permitting your **Users** to use and operate the **Service**, ensure that such use is strictly subject to and compliant with **The Agreement**.
- 5.2 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.
- 5.3 The **Service** is designed to be accessed by particular internet browsers. We will tell you what these are, from time to time. The **Help Service** will only be able to seek to assist you if you are using one of those internet browsers.
- 5.4 You must comply with the specifications and other requirements we notify to you from time to time.
- 5.5 You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.
- 5.6 You must telephone us immediately if you become aware of or suspect:
 - 5.6.1 any failure of any part of the **Service**;
 - 5.6.2 any error in any part of the **Service**; or
 - 5.6.3 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 we propose.

6. Account information available using the service

- 6.1 You acknowledge that any **Account** or other 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. The timing of processing of a transaction may vary depending on whether that transaction is processed manually or electronically, and some transactions will appear immediately while others will appear on the next **Business Day**. Similarly, items showing on an **Account** on the **Service** may not have been checked for validity or approved for payment and may not be credited or debited to the **Account** on the subsequent completion of our checking procedures.
- 6.2 We will use reasonable endeavours to ensure that all **Account** information available through the **Service** is regularly updated and is accurate.
- 6.3 The records we maintain of instructions and authorisations received, and payments of transactions that we, you or **Users** complete will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, payments and transactions.

7. Confidentiality and ownership of information

- 7.1 You and the **Users** must keep the **Proprietary Information** confidential.
- 7.2 You agree that the **Intellectual Property** will at all times remain vested in us and our licensors. You and the **Users** will take all reasonable steps to protect the **Proprietary Information** and the **Intellectual Property** and will notify us if you become aware of any actual or potential infringement of the **Intellectual Property**.
- 7.3 You acknowledge that neither you nor the **Users** own or claim any right in the **Proprietary Information** or the **Intellectual Property**.
- 7.4 You and the **Users** must not use the **Intellectual Property** or the **Proprietary Information** except in the proper use of the **Service**, and must not take copies, sell, assign, lease, sub-license or otherwise transfer them to anyone else.



8. Disclaimers regarding the service

- 8.1 You acknowledge that we do not warrant that:
 - 8.1.1 the use of the **Service** will meet your general or any particular requirements; or
 - 8.1.2 the **Service** will be available or accessible or that its availability will be uninterrupted or error free.
- 8.2 You acknowledge that the internet is a public system over which we have no control.

9. Liability

- 9.1 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, delict or in any other way for:
- 9.1.1 fraud by you or any **User**;
 - 9.1.2 any loss incurred or damage suffered by you as a result of **Account** information not being accurate, complete or up to date, or by your reliance on it;
 - 9.1.3 any failure by you to use or to ensure the use of the **Service** in accordance with **The Agreement** and any other instructions provided by us from time to time.
- 9.2 Our maximum aggregate liability to you, whether in contract, tort, negligence, delict or in any other way in connection with your use of, access to or reliance on the **Service**, will be as follows:
- 9.2.1 where we are liable under the Product & Services Terms & Conditions relating to the **Account**, the financial limits applicable to that liability (if any) will be as detailed in that Product & Services Terms & Conditions; and
 - 9.2.2 in relation to any circumstances falling outside clause 9.2.1, our liability will be limited to 50,000 GBP.
- 9.3 Subject to the limitations set out in clause 9.2 and except where we are liable under any Product & Services Terms & Conditions relating to the **Account**, you will be liable to us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) which we may incur or suffer arising, directly or indirectly, from any access or use by you or any **User** of the **Service** or any breach of **The Agreement**.
- 9.4 Where the **Service** has been accessed or used with the **Security Information**, such access or use will be presumed to be duly authorised by you.
- 9.5 Where your use of the **Services** requires you to download any third party software, the use of that software may be subject to your acceptance of third party licence terms specific to that product. Where you agree to enter into a third party licence of that kind, it will confirm your rights and liabilities in relation to use of the software concerned and you must be aware that those rights and liabilities will be unaffected by the terms of **The Agreement**. Similarly, we do not warrant that any third party software is suitable for use with your computer system and we will accept no liability for any problems with your system that may arise as a result.
- 9.6 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled "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 titled "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.



You and the Users must keep the Proprietary Information confidential.

10. Consequences of termination

- 10.1 Any charges payable in connection with termination will be set out in the General Information on Payments, Charges & Contacts, but no charges will be made if you have used the **Service** for six months or more at the time termination takes effect.
- 10.2 On termination you will immediately ensure that neither you nor any of your **Users** attempt to access or use the **Service**, and will immediately return to us all **Security Devices** and material (whether originals or copies and in whatever medium) relating to the **Service**.

11. Other terms

- 11.1 Details of the types of payments which can be made using the **Service** will be set out on **Our Website**.
- 11.2 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 11.3 These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 11.4 and clause 11.5, 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 services or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 11.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 11.5 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.
- 11.6 The **Service** may be used in connection with joint **Accounts** provided that one of the **Account** holders has authority to access and use the **Account**, and such **Account** holder applies to utilise the **Service** in accordance with **The Agreement**.
- 11.7 Where you comprise more than one person or entity, **The Agreement** will apply to each of you and the liability of each of you to us will be joint and several.
- 11.8 **LBIL** is regulated by the Jersey Financial Services Commission and licensed by the Isle of Man Financial Supervision Commission to take deposits.
- 11.9 If you or a **User** access the **Service** from a country outside the United Kingdom, you must ensure that you and the **User** comply with the laws and regulations of that country.

12. Contact details and notices

12.1 You can contact us:



by telephone on
0345 300 6444



by post at
Group Digital, 3rd Floor,
Port Hamilton,
69 Morrison Street,
Edinburgh EH3 8BW



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

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

12.2 By entering into **The Agreement** you acknowledge and agree that email is not a reliable or secure method of communication. In the event that any email communication sent by us is confirmed with a hard copy, the hard copy version will prevail over the email version where there is inconsistency. If any statement or other information concerning your **Account** is downloaded using the **Service** which is confirmed with a hard copy provided to you by us, the hard copy will prevail to the extent of any inconsistencies (for example, to allow for reconciliations in account entries as envisaged by clause 6).

12.3 It is your responsibility to notify us of any change in your or a **User's** contact details.

13. Access and Use

- 13.1 We may stipulate, from time to time, the minimum number of **System Administrators** that you must have. We recommend that you have more than one **System Administrator** at any one time. If you are a sole trader or other entity where we are satisfied that the appointment of two **System Administrators** would be impractical, we may permit the appointment of a single **System Administrator**.
- 13.2 If you want to access and use the **Online Payment Service**, your **System Administrators** must also be appointed as "nominated representatives" under the **PKI Customer Agreement**.
- 13.3 A **System Administrator** will be taken as acting on your behalf in relation to any matter concerning the **Service**. In particular, a **System Administrator** has the following authority:
- 13.3.1 to nominate and authorise **Users**;
 - 13.3.2 to set such limits on the use of the **Service** by each **User** as the **System Administrator** determines;
 - 13.3.3 to issue, amend, cancel or re-issue a **User's Security Device** or **Security Information**;
 - 13.3.4 to monitor each **User's** access to and use of the **Service** in accordance with our directions to you; and
 - 13.3.5 to carry out any other functions or to have any other rights as we may permit from time to time.
- 13.4 We may, from time to time, stipulate if more than one **System Administrator** needs to authorise something.
- 13.5 We are entitled to accept the **System Administrator's** nominations of each **User** and the use and access by and instructions in respect of the **Service** of any **User** without any further enquiry or verification.
- 13.6 A **User** must be either you or an individual engaged under a contract of employment or a contract for services by you, a member of your corporate group or any person or entity connected with you. We may ask you for evidence to confirm the relationship between you and any **User**. If the relationship between you and a **User** comes to an end (which may include termination of the contract of employment or services or the death of a **User**), you must immediately notify us and we will cancel the **Security Device** and **Security Information** of that **User** in order to terminate the **User's** access to and use of the **Service**. Subject to clause 13.1, if such person is a **System Administrator** and the number of **System Administrators** will fall below two, you must promptly:
- 13.6.1 appoint a new **System Administrator**;
 - 13.6.2 provide us in writing with the new **System Administrator's** details; and
 - 13.6.3 ensure that the new **System Administrator** signs a declaration concerning use of the **Service** and our use of data relating to them, in a form required by us.
- 13.7 In the event that you are an individual on your death we will normally cancel access to the **Service** and terminate **The Agreement** unless alternative arrangements are made with your personal representatives. In the event the **Service** is used in conjunction with a joint **Account**, we shall also cancel access to the **Service** and terminate **The Agreement** on your death or the death of the relevant **User** or **System Administrator**, unless the other **Account** holder is authorised to use the **Service**.
- 13.8 A **Type 2 User** must also qualify and be appointed as an "authorised user" in accordance with the terms of the **PKI Customer Agreement**.

14. User Instructions

- 14.1 You authorise us to act on all **User Instructions** received by us provided that the **User Instructions** are, or appear to be, given by a **Type 2 User** using the correct **Security Information**. Instructions can be given online with your smartcard, reader and **PIN**. Consent is provided at the time that you authorise such instruction by using your smartcard, reader and **PIN**.
- 14.2 The use of the **Service** to execute a **Payment Instruction** or a series of **Payment Instructions** is only permitted where the **Payment Instruction** is given, or appears to have been given, using the **Type 2 User's Security Device** and **Security Information** and in accordance with the **Security Procedures**. Any revocation of **Payment Instructions** permitted in accordance with clause 14.5 must also be given using the same procedures.
- 14.3 We are authorised to act on a **User Instruction** in connection with another member of your corporate group or any person or entity connected with you, if that member, other person or entity has completed and submitted to us an appropriate application, which has been accepted by us.
- 14.4 Before executing a **User Instruction**, we will provide you on **Our Website**, details of:
- 14.4.1 the latest effective time for any intended **payment transaction**;
 - 14.4.2 the applicable charges; and
 - 14.4.3 the details of any information/unique identifiers which must be included to effect a **Payment Instruction**.
- 14.5 Once issued, **User Instructions** may not be revoked or withdrawn after receipt by us and may be acted upon by us except where revocation is permitted under the Product & Services Terms & Conditions relating to the relevant **Account**. In any other case, we do not have to act on any request from a **Type 2 User** to cancel or amend a **User Instruction**. We may make a charge if a **User Instruction** is revoked.
- 14.6 We may, from time to time, apply limits to **User Instructions**, in relation to amounts individually, in aggregate or on other criteria. Limits will come into effect immediately after we apply them. We will notify you as soon as practicable. We are not obliged to apply limits or otherwise restrict the authority of a **System Administrator** or any **Type 2 User**.
- 14.7 You may request that a payment transaction is carried out in a currency other than sterling. Any such transaction will be governed by separate terms in the form of another Product & Services Terms & Conditions.



SMARTCARD

Instructions can be given online with your smartcard, reader and PIN.

15. Security

- 15.1 To enable you to use the **Service** we will, from time to time, notify you and **Users** of relevant **Security Information** and provide any required **Security Device**.
- 15.2 The **Security Procedures** differ depending on what part of the **Service** a particular **User** has access to and wishes to use on your behalf. Clause 15.5 applies only to **Type 2 Users** and **System Administrators**.
- 15.3 The **System Administrator** will issue each **User** with a **Security Device** to enable that **User** to access the **Service**. Each **User** will also require separate **Security Information** (either issued to, or created by, a **User**) which will be used by us to identify that **User** when accessing the **Online Viewing Service**.
- 15.4 In relation to each User's Security Information:
- 15.4.1 You will be responsible for ensuring that each **User's Security Information** is kept secret. The only exception to this obligation is that each time any **User** accesses the **Service**, the **User** must input the **Security Information** when prompted to do so by the **Service** access procedures;
- 15.4.2 You must ensure that no **User** records **Security Information** in a way which is recognisable as **Security Information**. If we provide **Security Information** to you or any **User** in written form, you or the **User** must ensure that promptly following receipt, it is read and destroyed;
- 15.4.3 **Security Information** number combinations must not be easily guessed (avoiding, for example, consecutive numbers, repeat digits, birthdays). You must ensure that a random combination of numbers or letters or a combination of both are used; and
- 15.4.4 if you or any **User** discovers that **Security Information** is or may be known to any other person, you must ensure that your **System Administrator** takes all necessary steps to cancel the access rights of the **User** affected and thereafter you must telephone us immediately. We may suspend access to the **Service** using that **Security Information** until new **Security Information** has been issued, or until they are satisfied with your ongoing security arrangements for use of the **Service**.

► The System Administrator will issue each User with a Security Device to enable that User to access the Service.

15.5 The **PKI Customer Agreement** sets out the conditions by which you may issue **User Instructions** using the **Digital Identification Service**. **Type 2 Users** and **System Administrators** must also qualify and be appointed as "Authorised Users" for the purposes of the **PKI Customer Agreement**. The **PKI Customer Agreement** outlines important provisions concerning the **Security Procedures** and **Security Information**. To ensure that the **Service** is not accessible by unauthorised persons, it is essential that the **Security Procedures** set out in the **PKI Customer Agreement** are complied with at all times. You must comply, and must ensure all your **Type 2 Users** and **System Administrators**, comply with the **PKI Customer Agreement** and **The Agreement**.

