

COMMERCIAL BANKING

Core Banking Agreement



Secure Email Service

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.

...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.

1. 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, 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.

...company as 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, as identified by us in writing from

1. Definitions

- 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.

Secure Email Service

means the service we agree to make available to you for the processing of payment instructions and any related or additional functionality that we make available from time to time.

User

means each individual permitted to access and use the **Secure Email Service**.

2. Secure Email Service – Payment Instructions

- 2.1 We will only accept payment instructions sent to us by email which are received by us via the **Secure Email Service** and validated by Code Authenticator. For the avoidance of doubt, we will not accept payment instructions via any other email channel.
- 2.2 All payment instructions sent to us using the **Secure Email Service** must be completed on the relevant payment instruction template.
- 2.3 Pursuant to these Terms and Conditions, you authorise us to act on payment instructions we receive from you via the **Secure Email Service**.
- 2.4 Payment instructions received after the cut-off time will be processed on the following **Business Day**. This may be different from the cut-off times previously notified. Details of the cut-off time for the **Secure Email Service** are set out within General Information On Payments, Charges & Contacts.
- 2.5 There are no additional charges for submitting payment instructions using the **Secure Email Service**. However, transaction charges in respect of payment instructions received by us using the **Secure Email Service** will apply. These charges are set out within General Information On Payments, Charges & Contacts or on request from your relationship team.

3. Code Authenticator

- 3.1 To register for the **Secure Email Service** you must also be registered to use Code Authenticator.
- 3.2 Code authenticator(s) will be used to validate your payment instruction. The code is generated by you and attached to the payment request. We will validate the payment instruction before the payment request is completed.

4. Security

- 4.1 You are responsible for ensuring that you and all **Users** comply with the Security Procedures.
- 4.2 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.

5. Indemnity

- 5.1 You hereby indemnify and agree to keep us indemnified from and against all losses, costs, claims, damages and expenses which may be sustained or incurred by us as a result of incorrect information or instructions received from you using the **Secure Email Service** or any failure on your part (including any authorised user) to comply with these Product & Services Terms & Conditions or otherwise arising by reason of our agreement to allow payment instructions to be sent by you to us using the **Secure Email Service** other than as a result of our wilful default or fraud.

6. Contact details

- 6.1 You can contact us through your relationship team using the details given to you when you applied for the service provided under these Product & Services Terms & Conditions, or by such other contact methods as we may from time to time advise you.



You need to read these conditions alongside the Terms and Conditions for your account with us.
