

# Virtual Bank Service

## Conditions

**These Terms and Conditions are for products supplied by Commercial Banking to customers with an annual turnover of £15m or more. If you have any comments please contact your Relationship Manager.**

These Terms and Conditions together with the information set out on the application form for the Virtual Bank Service form the Agreement between us, "the Bank" and you, "the Customer" named on the application form.

In clause 20 special meanings are set out for some of the words used in this Agreement.

### 1 Virtual Bank Service

- 1.1 The Virtual Bank Service provides the benefits of overseas banking without the cost and administration of setting up bank accounts overseas.
- 1.2 Subject to compliance by the Customer with its obligations hereunder the Bank will use all reasonable efforts to provide the Virtual Bank Service in accordance with this Agreement.
- 1.3 Notwithstanding clause 1.2, the Bank reserves the right at any time to suspend the Virtual Bank Service or access thereto for any purpose including maintenance, enhancement, breach of security or breach by the Customer of any of its obligations hereunder and wherever practicable the Bank shall notify the Customer accordingly.

### 2 Primary Contact and security

- 2.1 The Customer shall ensure that it has and the Customer shall be solely responsible for putting in place adequate controls to monitor the use of the Virtual Bank Service and to restrict access to the Virtual Bank Service to those authorised by it for its own security.
- 2.2 The Customer shall and shall procure that the Primary Contact comply with the provisions of this Agreement including all applicable procedures and instructions issued by the Bank or the Financial Institution whether in any User Guide (if applicable) or otherwise.
- 2.3 The Customer shall not and shall procure that the Primary Contact shall not:
  - 2.3.1 use the Virtual Bank Service in a way or for a purpose not authorised or intended by the Bank;
  - 2.3.2 use the Virtual Bank Service other than for the Customer's business purposes; nor
  - 2.3.3 permit any third party to use the Virtual Bank Service or seek to gain or permit any third party to gain unauthorised access to any system or network of the Bank, or the Financial Institution or its or their agents or sub-contractors.
- 2.4 If the Customer knows or suspects that there has been misuse of the Virtual Bank Service or any breach of its obligations hereunder it may by notice in writing to the Bank at e-Operations Registrations, Drop Zone C31, Charlton Place, Andover SP10 1RE, United Kingdom signed by the Customer in accordance with the current account authority notify the Bank of any such circumstance and the Bank will block or remove access promptly upon receipt of such notice.

### 3 Payment Services Regulations

- 3.1 The Payment Services Regulations apply to these terms and conditions except that all the provisions contained in those regulations which can be excluded in agreements with certain businesses are excluded to the fullest extent possible.

### 4 Virtual Bank Service - General

- 4.1 In order to provide the Virtual Bank Service, the Bank has entered into an arrangement with the Financial Institution to receive incoming funds by Electronic Funds Transfer.
- 4.2 In order to use the Virtual Bank Service the Customer must open relevant Currency Account(s) and instruct the Bank to open relevant Collection Account(s) with the Financial Institution by completing the Virtual Bank Service registration form. The Customer's use of the Virtual Banking Service is subject to the approval of the Bank and the Financial Institution.
- 4.3 The terms and conditions relating to the Customer's Currency Accounts with the Bank shall continue to apply. In the event of any inconsistency between these Terms and Conditions and the terms and conditions applicable to the Customer's Currency Accounts, these Terms and Conditions shall prevail.
- 4.4 If the Customer wishes to view the Currency Account(s) electronically, the Customer should contact its Relationship Manager to discuss the Bank's Corporate Online Service.

- 4.5 The Customer acknowledges that it shall not be entitled to give any instructions (payments or otherwise) in relation to the funds held in the Collection Account(s). Such funds shall be credited by the Bank to the Customer's relevant Currency Account(s).
- 4.6 Receipt of funds by the Bank into the Collection Account(s) will be subject to the rules of the relevant clearing system in the relevant jurisdiction and to any operational delays to which such clearing systems may be subject.
- 4.7 If a Financial Institution reverses a credit entry on a Collection Account (for example, if it is required to do so by the rules of a relevant clearing system or by law or regulation in any jurisdiction) the Bank reserves the right to agree to such reversal, to reverse the corresponding credit entry on the Currency Account and to deduct related interest and reasonable costs. If the Customer's Currency Account becomes overdrawn as a result of such reversal, the relevant overdraft charges in relation to that Currency Account will apply.
- 4.8 Credits to the Customer's Currency Accounts pursuant to the terms of the Virtual Bank Service shall be shown on the regular bank statements the Bank provides or makes available to the Customer for the Customer's Currency Account(s) (i) in accordance with the General Terms and Conditions for the Currency Accounts or (ii) through the Corporate Online Service (if applicable), or (iii) as otherwise agreed between the Customer and the Bank.

### 5 International Receivables service

- 5.1 Funds received after the cut off times contained or referred to in the latest version of brochure number VB01 entitled "Virtual Bank Service" will be deemed to have been received, and credited to the Customer's Currency Account(s), on the following Business Day.
- 5.2 All times quoted are London times (either GMT or BST as applicable).

### 6 Charges

- 6.1 The Charges (if any) payable by the Customer in respect of the Virtual Bank Service shall be those published by the Bank from time to time on the Commercial Banking website or otherwise agreed between the Bank and the Customer in writing.
- 6.2 The Bank may at any time increase the Charges (which shall include the introduction of a new Charge) by 30 days' notice in writing to the Customer. In any such case the Customer may elect to terminate this agreement forthwith by notice in writing to the Bank provided that such notice is received by the Bank no later than 60 days after the said notice of the increase. If the customer elects to terminate the agreement as aforesaid no increased Charges or interest thereon shall be payable by the Customer without prejudice to the right of the Bank to be paid at the former rate to the date of actual termination.
- 6.3 The Bank will invoice the Customer each month for the Charges arising under or in connection with this Agreement, and by way of settlement the Customer hereby authorises the Bank to debit the Charges shown on the invoice from the account identified in the Virtual Bank Service registration form. The Bank will debit the account in the relevant amount not less than 14 calendar days after the date of invoice.
- 6.4 If the said authority to the Bank to debit the Charges from the said account is cancelled, the Bank shall be entitled to suspend the supply of the Virtual Bank Service to the Customer or to terminate this Agreement.
- 6.5 In the event that Charges are not paid by the due date for payment then without prejudice of any other rights of the Bank interest shall accrue on such amounts at the rate of 8% per annum commencing on the due date and continuing until fully paid whether before or after judgement.
- 6.6 Charges do not include VAT (which shall be payable by the Customer at the applicable rate in addition to the Charges) or any other taxes or duties payable by the Customer in connection with the Virtual Bank Service.
- 6.7 Charges payable by the Customer hereunder comprise amounts payable in respect of the Virtual Bank Service and do not include any charges or other amounts payable in respect of the Currency Accounts or other banking services.
- 6.8 This Agreement shall not affect any right of set-off which the Bank may have against any monies held by the Bank in any account of the Customer.
- 6.9 The Customer shall pay the Charges to the Bank at the times and otherwise in accordance with these Terms and Conditions.

**7 Changes**

- 7.1 Without prejudice to the provisions of Clause 6.2 above, the Bank may at its discretion make changes to the terms and conditions of the agreement, including but not limited to changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions, to take account of reorganisations within the Lloyds Banking Group, to change the scope of the Virtual Bank Service, to improve security or to take account of changes in Systems or rules applicable thereto. Changes will be notified to the Customer in writing, by post or by e-mail and in either case may direct the Customer to the Commercial Banking website where details of the change are posted.
- 7.2 If a change referred to in Clause 7.1 above is to the Customer's disadvantage the Bank will give the Customer 30 days' prior notice in writing of the change. The Customer may, by notice in writing to the Bank to be received by the Bank no later than 60 days after the date of the Bank's notice as aforesaid, terminate the agreement with immediate effect without additional charge. If a change is not to the Customer's disadvantage the change shall take immediate effect provided that the Bank shall notify the Customer of the relevant details within 30 days. If the Bank has made a major change or a large number of minor changes in any one year, the Bank will send to the Customer a copy of the new terms and conditions or a summary of the changes or direct the Customer to the Commercial Banking website where the latest terms and conditions and/or a summary of the changes are posted.
- 7.3 Copies of the latest documents comprising this Agreement and all other documents and material referred to herein are available to the Customer on request from the Customer's Relationship Manager and at the Commercial Banking website.

**8 Limitation of Liability**

- 8.1 Except as may be expressly stipulated elsewhere in the agreement the following provisions set out the entire liability of the Bank (including any liability for the acts or omissions of its employees, agents and sub-contractors in respect of the Virtual Bank Service) to the Customer in respect of any breach of this agreement, any use of the Virtual Bank Service and any representation, statement, tortious act or omission (including negligence) arising out of or in connection with the agreement.
- 8.2 Save as expressly stipulated in the agreement all warranties, conditions and other terms concerning the Virtual Bank Service which might otherwise be implied by the agreement or any collateral agreement (whether by statute or otherwise) are hereby excluded from the agreement to the fullest extent permitted by law.
- 8.3 The Bank shall not be liable for any loss of profits, loss of business, loss of or corruption of data, loss of goodwill, anticipated savings or similar loss or pure economic loss whether such loss or damage was foreseeable or whether or not the Bank was aware that the same could occur or for any special, indirect or consequential losses, costs, damages, charges or expenses howsoever arising in connection with the agreement or the Virtual Bank Service.
- 8.4 The Bank will not be liable for any loss or damage arising directly or indirectly from any failure or delay in the carrying out of any instructions or for any interruptions in or suspension of or inability to access the Virtual Bank Service or any acts or omissions of any third party, including any financial institution or network operator.
- 8.5 The Bank's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the agreement in any period of 12 months (or such lesser period as the agreement has been in force) up to the date when the liability was incurred shall not exceed the aggregate of the Charges actually paid by the Customer in respect of that period or the sum of £1,000, whichever shall be the greater.
- 8.6 Without prejudice to the foregoing the Customer shall fully indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from the Customer or any failure on the part of the Customer (including any authorised user) to comply with the terms of the agreement, the User Guide or any other reasonable instructions issued by the Bank from time to time.
- 8.7 The provisions of this clause are in addition to and without prejudice to any other provisions which exclude or limit the liability of the Bank under the agreement.
- 8.8 The Customer agrees that the exclusions and limitations as set out in these General Conditions are reasonable having regard to all the circumstances and the levels of risk in relation to the Bank's obligations under the agreement.
- 8.9 Nothing in the agreement shall be deemed to exclude or limit the Bank's liability which is not permissible under applicable law including liability for death or personal injury caused by the Bank's negligence or for fraud or fraudulent misrepresentation or under the Financial Services and Markets Act 2000 or any associated regulations.
- 8.10 Without prejudice to any other provision of this agreement, the Bank shall not be liable for any loss, damage, interruption, delay or non-performance arising out of the acts or omissions of any third party including but not limited to the refusal of the Financial Institution to accept or process an Electronic Funds Transfer for any reason.

**9 Termination**

- 9.1 The agreement shall continue in force until terminated as provided in this clause.
- 9.2 The Bank may terminate the agreement or, at its option, suspend the supply of the Virtual Bank Service forthwith by notice to the Customer on the occurrence of any of the following events:
- 9.2.1 the Customer breaches any of its obligations; or
- 9.2.2 the Customer uses the Virtual Bank Service for or in connection with any purpose which is or may be unlawful; or
- 9.2.3 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order in relation to the Customer; or
- 9.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of an intention to appoint an administrator is given by the Customer or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 9.2.5 a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
- 9.2.6 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- 9.2.7 the Customer takes any similar or analogous action in consequence of debt; or
- 9.2.8 in the case of a receipt by the Bank from the Customer of an instruction to make a payment which is to be made subject to a credit line, the Bank reasonably believes there is a significantly increased risk that the Customer may be unable to fulfil its liability to pay.
- 9.3 Either party may terminate the agreement by giving 30 days' notice in writing to the other.
- 9.4 In the event that the Customer's relationship with the Bank or Account Agreement is terminated the agreement will terminate automatically without further act of the parties.
- 9.5 The Customer may terminate the agreement in accordance with Clauses 6.2 and 7.2 hereof.
- 9.6 On termination of the agreement for any reason:
- 9.6.1 the Customer's right to use the Virtual Bank Service shall cease with immediate effect and no further action may be taken by the Bank in respect of any instructions received from the Customer even if received prior to the date of termination;
- 9.6.2 within 7 days of the date of termination the Customer shall make satisfactory arrangements for the return to the Bank of any materials or items supplied by the Bank to the Customer for use in connection with the Virtual Bank Service;
- 9.6.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision that is intended to apply after termination, shall not be affected or prejudiced.
- 9.7 The Bank may without liability suspend or terminate the Virtual Bank Service (either generally or in relation to a particular Customer) if:
- 9.7.1 the Bank is instructed to do so by the Financial Institution;
- 9.7.2 the Financial Institution terminates or suspends its agreement with the Bank to facilitate the Virtual Bank Service; and/or
- 9.7.3 either or both of the Bank and the Financial Institution suspects that the Virtual Bank Service is being used by the Customer in contravention of any law or regulation.

**10 Force Majeure**

- 10.1 The Bank shall have no liability to the Customer under the agreement if it is prevented from or delayed in performing its obligations under the agreement, or from carrying on its business, by any abnormal or unforeseeable circumstances beyond its reasonable control including (without prejudice to the generality of the foregoing and without limitation) acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes or natural disasters, compliance with a law or governmental order, rule, regulation or direction, or failure of equipment, software or communications network(s) or other circumstances affecting the supply of goods or services.

**11 Sanctions**

11.1 The Bank and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. The Bank may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in the Bank's reasonable opinion is likely to result, in a breach by it or any member of the Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and the Bank will not be liable for any loss, damage, cost or expense by reason aforesaid. The Bank shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

**12 Data Protection**

12.1 The Customer acknowledges and agrees that the Bank may disclose the Customer's employees' personal data to the Financial Institution to enable it to carry out its obligations to the Bank with respect to the Customer's Collection Account(s). The personal data disclosed by the Bank to the Financial Institution will be the minimum required for the Customer to participate in the Virtual Bank Service.

**13 Intellectual Property Rights**

- 13.1 The Customer acknowledges and agrees that the Bank and/or its licensors owns all intellectual property rights in the Virtual Bank Service and the Service Equipment including any copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) and any other rights and licences in respect thereof and the Bank grants to the Customer a non-transferable, non-exclusive royalty free right and licence to use the same solely for the purpose of and to the extent necessary for access to and use of the Virtual Bank Service. The Customer shall have no right to grant any sub-licence to any third party in respect thereof.
- 13.2 The Customer grants to the Bank an irrevocable, non-exclusive, royalty free right and licence to use all information supplied by the Customer to the Bank solely for the purpose of supplying the Virtual Bank Service and shall procure that any person authorised to access and use the Virtual Bank Service shall permit the Bank to use the information related to that person for all purposes in connection with the supply of the Virtual Bank Service.
- 13.3 The Customer shall not use (or permit any third party to use) any intellectual property rights licensed by the Bank hereunder save as is specified in the agreement and in particular shall not (and shall not permit any third party to) copy, reverse engineer, decompile, disassemble or modify (as applicable) any material supplied by the Bank for use by the Customer in connection with the Virtual Bank Service.
- 13.4 The Customer shall not remove or alter any proprietary markings, copyright notices, confidential legends, trademarks, trade or brand names appearing on the Virtual Bank Service or any material supplied by the Bank under the agreement.

**14 Disclosure of Customer information**

14.1 The Customer agrees promptly to provide the Bank with all necessary information and assistance to ensure compliance with the instructions or requests of the Financial Institution and/or any governmental or regulatory bodies (either in the US or elsewhere) where such instructions or requests relate to the provision of the Virtual Bank Service. The Customer also consents to the disclosure by the Bank and/or by the Financial Institution of any information relating to the Customer (or individuals connected with the Customer) to such governmental or regulatory bodies insofar as the same may be requested from time to time.

**15 Confidentiality**

- 15.1 The Customer agrees to maintain in confidence and any material or information disclosed by the Bank to the Customer whether in tangible or intangible form and that the Customer nor shall not disclose the same to any third party or use the same except in pursuance of the agreement.
- 15.2 The Bank will take reasonable precautions to ensure that information related to the business or affairs of the Customer which become known to the Bank is maintained in confidence and not disclosed to third parties, except that nothing herein shall prevent the Bank from disclosing any such information to third parties including its subcontractors, agents or other members of the Lloyds Banking Group where the Bank reasonably considers such disclosure to be necessary in pursuance of the supply of the Virtual Bank Service or to comply with any duty or obligation imposed by law or the order of a court of competent jurisdiction.

**16 No Contract with the Financial Institution**

16.1 The Customer acknowledges and agrees that it is contracting with the Bank for the operation of the Collection Account(s) via the Virtual Bank Service and that it has no contractual relationship with the Financial Institution. The Customer agrees therefore that the Financial Institution is under no obligation (either expressed or implied) to the Customer.

**17 Warranties and Indemnities**

- 17.1 Each party warrants to the other that it has the power and authority to enter into and perform the agreement without infringing the rights of any third party. Where the Customer is acting on behalf of an Affiliate the Customer warrants that it has authority to give instructions to the Bank on behalf of the relevant Affiliate.
- 17.2 The Customer warrants and represents that the information provided in its Virtual Bank Service registration form is accurate, complete and up to date.
- 17.3 The Customer warrants and represents that it is not a consumer as described by Section 12 of the Unfair Contracts Act 1977.
- 17.4 The Customer shall indemnify the Bank and keep the Bank indemnified against any actions, claims, demands, costs and expenses arising out of any claim or allegation that material comprised in its instructions or otherwise provided by the Customer infringes any applicable laws, regulations or third party rights including intellectual property rights.

**18 Notices**

- 18.1 Any notice to be given under this agreement shall be delivered, where the Bank is the receiving party, by first class post to Bank of Scotland plc, City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent ME8 0LS, United Kingdom or to such other address as shall be notified by the Bank to the Customer whose correspondence address has been notified in the Virtual Bank Service registration form or such other correspondence address of the Customer as notified to the Bank. If there is any change to the Customer details, the Customer (acting through its authorised signatories) shall notify such changes to the Bank in writing to the address set out in this clause.
- 18.2 Unless otherwise permitted under the agreement all notices by the Customer shall be sent by first class post to or delivered by hand at the relevant address of the Bank. Unless otherwise permitted under the agreement all notices or other communications by the Bank to the Customer shall be sent by first class post to or delivered at the address of the Customer set out in the Virtual Bank Service registration form or otherwise notified by the Customer to the Bank.
- 18.3 Any notice submitted by first class post in the UK shall be deemed to have been delivered on the second Business Day after posting and any notice submitted from outside the UK shall be deemed to have been delivered on the eighth day after posting.

**19 General**

- 19.1 No failure or delay by a party to exercise any right or remedy provided under the agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 19.2 If any clause or part of the agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision will to the extent required be severed from the agreement and this will not affect any other provisions of the agreement which shall remain in full force and effect.
- 19.3 The parties agree that the agreement (as it may be amended from time to time) constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter of the agreement, which supersedes all proposals, oral or written, and all other communications between them relating to it. Each of the Bank and the Customer agrees that it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) of any person (whether or not a party to the agreement) other than as expressly set forth in the agreement. No amendment or variation shall be effective unless in writing and signed by a duly authorised representative of the Bank and the Customer.
- 19.4 The agreement, and the documents referred to in it, are made for the benefit of the parties to them and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.
- 19.5 The Customer shall not assign or transfer any of its rights and obligations under this agreement without the prior written consent of the Bank. The Bank may assign, transfer or sub-contract all or any of its rights or obligations under the agreement.
- 19.6 If there are two or more persons comprised in the expression "Customer" their undertakings and liabilities shall be joint and several and the reference to "Customer" shall be deemed to mean any one or more of them.
- 19.7 If the Customer is a partnership the agreement shall continue in full force and effect and bind each of the partners notwithstanding any change in the name, style or constitution of the partnership whether by the death or the retirement of a partner or partners or the introduction of a new partner or partners or otherwise.

- 19.8 The Bank aims to provide the highest level of service but if the Customer should experience any problem the Bank will seek to resolve it as quickly and efficiently as possible. A copy of the leaflet entitled "How to voice your concerns" may be obtained from the Customer's Relationship Manager or business team on request or from any branch of the Bank. The Bank's complaint procedures may be found at [www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com).
- 19.9 The Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to English law and you submit to the exclusive jurisdiction of the English courts, unless (a) you are a company (or other incorporated body) and your registered office is situated in Scotland, (b) you are a sole trader and your business operates from Scotland or (c) you are an unincorporated body and your central management and control is exercised from Scotland, in which case the Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to Scottish law and you submit to the exclusive jurisdiction of the Scottish courts.

## 20 Definitions

**Account Agreement:** means an authority provided by the Customer to the Bank for the operation of any domestic or international account(s) in the name of the Customer held with the Bank.

**Affiliate:** means in relation to a Customer which is a body corporate, any subsidiary or holding company of such body corporate and any subsidiary of any such holding company for the time being.

**Bank:** means the Bank of Scotland plc, registered in Scotland number SC327000. Registered and head office: The Mound, Edinburgh EH1 1YZ and its successors and assigns.

**Business Day:** means 9am to 5pm Monday to Friday other than public and bank holidays in the United Kingdom unless we notify you at different times for the processing of payments out of the Customer's Currency Accounts.

**Charges:** the charges as provided to the Customer from time to time, or otherwise agreed between the Customer and the Bank as may be varied in accordance with clause 6 from time to time for the provision of the Virtual Bank Service (including all other services referred to in these Terms and Conditions).

**Collection Account(s):** the collection account(s) opened by the Bank on behalf of the Customer in the name of the Bank re the name of the Customer, namely a "Re Account", with the Financial Institution and used for the receipt of incoming funds payable to the Customer.

**Currency Account(s):** the currency account(s) in the name of the Customer opened with the Bank.

**Electronic Funds Transfer:** any transfer of funds, other than a transaction originated by cheque, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer or magnetic tape so as to order, instruct or authorise a financial institution to debit or credit an account.

**Financial Institution:** means in relation to the Virtual Bank Service, the relevant third party financial institution in the US (as notified by the Bank to the Customer), which has agreed arrangements with the Bank to facilitate the Virtual Bank Service.

**International Receivables Service:** a service provided by the Bank to enable the Customer to have access to funds in Currency Account(s) following the receipt of funds in Collection Account(s). Instructions to credit the Collection Account(s) are received by Electronic Funds Transfer.

**Lloyds Banking Group:** Lloyds Banking Group plc and its subsidiaries for the time being.

**Primary Contact:** the primary contact person named in the Virtual Bank registration form as the Customer's main contact person for the Virtual Bank Service.

**Service Equipment:** means any software or documentation, including User Guides, authentication codes, user names, passwords, PINs and any other equipment supplied by the Bank from time to time for use in connection with the Virtual Bank Services.

**US:** the United States of America.

**User Guide:** the guide the Bank provides in support of the Virtual Bank Service from time to time and any other guidance or information relating to the Virtual Bank Service which the Bank may publish from time to time.

## Other information

### Help and information

If you have any queries about the Virtual Bank Service or require a copy of these Terms and Conditions please contact your relationship team. These Terms and Conditions can also be found on our website at [www.bankofscotland.co.uk/corporateterms](http://www.bankofscotland.co.uk/corporateterms)

### Our Service promise

We aim to provide the highest level of customer service possible. However if you experience a problem, we will always seek to resolve this as quickly and efficiently as possible. A copy of our 'How to voice your concerns' leaflet can be obtained in branch or by contacting your relationship team. The complaint procedures are also published on our website [www.lloydsbankcommercial.com/contactus](http://www.lloydsbankcommercial.com/contactus)