iSite Service

Contains additional terms and conditions for the iSite Service you have with us.

BANK OF SCOTLAND

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1. Meaning of words we use

Account
Any of the client money or pension accounts we allow **you** to open, access or operate using the **Service** for **your Clients**.

Client
Any person **you** hold money for in an account or any person **you** operate an account for as agent on their behalf.

Intellectual Property Rights
All intellectual and industrial property rights of any kind whatsoever in the **Proprietary Information**, including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, 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 the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

iSite Administrator
A person appointed and authorised on **your** behalf to act as an administrator in connection with **your** use of the **Service** and who shall have the power and authority described in Section 8 of these **Product** & Services Terms & Conditions.

iSite User
Any person appointed by an **iSite Administrator** to access **Account** information, give instructions and otherwise use the **Service** on **your** behalf, as described in Section 9 of these **Product** & Services Terms & Conditions, to the extent determined by the **iSite Administrator**.

Law
Any Act of Parliament, subordinate legislation, regulation or rule and any statement of practice, guidance note or interpretation published by any regulatory authority, industry body or other institution which either regulates the business of **you** or us from time to time or whose guidance **you** or us is accustomed to following.

Permissions
The permissions allocated to each **iSite User** to access and operate particular **Accounts**, which may include authority to give payment or other instructions.

PKI Customer Agreement
An agreement between **you** and us relating to the "Digital Identification **Service**" we provide to **you**.

Pricing Schedule
This sets out the charges **you** shall pay for using the **Service**.

Proprietary Information
Any document, material or information supplied by us (or on our behalf) to **you** or the **iSite Users** in connection with the **Service** (and the products available through the **Service**), including any **Security Devices** or **Security Information**.

Security Device
Any hardware or software or other items issued by us (or on our behalf by someone else) to **you** or one of **your iSite Users** or **iSite Administrators** so that we can identify them before we allow them to access or use the **Service**.

Security Information
Any security information including, but not limited to, a user identification name, code, security card, **PIN** or password, which we determine is required for us in connection with the **Service**.

Security Procedures
Use of the **Security Devices** and **Security Information** in the way that we determine, and the confidentiality arrangements that **you** must observe, as detailed under the headings "Security" and "Confidentiality and Ownership of **Information**" below. This may include information relating to the **Security Devices**, **Security Information**, any procedures or such other requirements as we issue, amend or notify **you** of from time to time.

Service or iSite Service
This is the service described in Section 4 of these Product & Services Terms & Conditions.

Service Equipment
Any equipment supplied by us from time to time which relates to the **Service**, including but not limited to the **Security Devices**.

Transfer Account
Has the meaning set out in Section 5 of these Product & Services Terms & Conditions.

User Instruction
An instruction, authorisation or request given to us through the **Service** by an **iSite User** on **your** behalf.

You
The business or organisation we provide the **Service** to, including where it operates an **Account** as agent on behalf of a **Client**.

2. What do you need to read to understand your agreement with us relating to the iSite Service?

These **Product** & Services Terms & Conditions are just one part of the agreement between **you** and us relating to the **iSite Service you** have with us.

You also need to read:

- The Relationship Terms & Conditions
- The authority **you** have given to us relating to the operation of **your Accounts**
- The Product & Services Terms & Conditions for **your Accounts** and other services
- Your application form for the **iSite Service**
- The General **Information** On Payments, Charges & Contacts
- The **Pricing Schedule**
- The **PKI Customer Agreement** (if **you** have one)

We also make available online the iSite Guide. This provides useful information about how to access and use the **Service** but it is not part of the agreement. For example, it will cover how to make payments, update **Account** information and close **Accounts.**

3. What happens if the documents which make up the agreement say different things?

If these **Product** & Services Terms & Conditions say one thing, and the Relationship Terms & Conditions say another, these **Product** & Services Terms & Conditions will apply.

This agreement is separate from any **PKI Customer Agreement you** have with us.

4. What is the iSite Service?

The **iSite Service** is an online, automated account administration service. It allows **you** (and **your iSite Users**) to do the following things.

- Open certain **Accounts** for **you** and **your Clients**;
- Access **Account** information;
- Give payment and other instructions to us about those **Accounts.**

We may also make other functionality available to **you** from time to time.

You will not be able to open all **Accounts** using the **Service. You** will also not be able to open, or may not be able to use, an **Account** until we have completed our due diligence procedures in relation to a **Client** or use of an **Account. You** shall provide us with reasonable assistance, where required, to enable us to complete these checks. For example, we may ask **you** to provide information to us about **your Clients.**

Please contact us for further details and to discuss **your** requirements. The iSite Guide sets out the information **you** will need to give us to open each type of **Account.**

We shall give each **Account** an identification code which is unique to **you.** This will distinguish the **Accounts** from accounts we hold for other people.

5. Making payments

The only payments **you** can make using the **Service** are:

- transfers between the **Accounts** available to **you** through the **Service**; and
- transfers from an **Account** available to **you** through the **Service** to another selected account **you** hold with us in **your** name ("**Transfer Account**").

You cannot make payments to any other accounts using the **Service**, such as accounts held by another person or at another financial institution. **You** must use a **Transfer Account** to do that.

If **you** ask us to, we will make a **Transfer Account** visible to **you** through the **Service**. **You** will be able to view information about a **Transfer Account**, but **you** won't be able to make payments from it. To make a payment from a **Transfer Account**, contact us or use any of the usual channels **you** have set up, such as Commercial Banking Online.

You can only give instructions to us electronically using the **Service**. **You** cannot give instructions to us manually (for example, by phone, fax or post).

6. Our obligations

We will use reasonable endeavours to make the **Service** available to **you** and **your iSite Administrators** and **iSite Users**, as long as **you** comply with **your** obligations under these **Product** & Services Terms & Conditions.

We will also make available guides and help files to assist **iSite Administrators** and **iSite Users** to access and operate the **Service**.

The **Service** and **your** ability to access, view and operate **Accounts** may be unavailable for periods of time if we need to carry out routine or emergency maintenance. We will notify **you** in advance of any maintenance where this is reasonably possible.

7. Legal and Regulatory Compliance

You shall comply with **Law** when performing **your** obligations and exercising rights under these terms and maintain all necessary licenses, permits, registrations and authorisations as required by **Law**.

If there is a change in **Law**, **you** shall amend any procedures as necessary for fulfilling **your** obligations under these terms.

8. Setting up iSite Administrators

We shall treat any **iSite Administrators** appointed by **you** as authorised to act on **your** behalf in connection with any matter relating to the **Service**. This means they shall be able to do the following as well as carry out any other function relating to the **Service**.

- Nominate and authorise **iSite Users** and set their **Permissions**;
- Set limits on an **iSite User**'s use of the **Service**;
- Issue, amend or cancel an **iSite User**'s **Security Device** or **Security Information**;
- Monitor each **iSite User**'s access and use of the **Service**;
- Access **Account** information and give payment instructions.

You shall provide us with any information and details that we reasonably request about an **iSite Administrator**. We may run checks on **iSite Administrators** and **iSite Users** in order to comply with our legal obligations.

You shall complete any forms confirming these appointments and provide us with such evidence about an appointment, as we reasonably require. **You** shall ensure that **your iSite Administrators** provide information

to us about their identity as we reasonably require and complete a declaration, in a form we provide, regarding their use the **Service** and our use of data relating to them.

We may, from time to time, require more than one **iSite Administrator** to authorise a particular instruction or type of instruction.

You shall always maintain at least two **iSite Administrators**. If the number of **iSite Administrators** falls below this, **you** shall promptly appoint additional **iSite Administrators**.

If **you** want **iSite Users** to give payment instructions through the **Service**, **your iSite Administrators** must be appointed as "nominated representatives" and "authorised users" under the **PKI Customer Agreement**.

9. Setting up iSite Users

The **iSite Administrators** shall be responsible for registering individuals as **iSite Users** and allocating appropriate **Permissions** to each **iSite User**. We will accept those nominations and are not required to make further enquiries. **You** shall ensure that all **iSite Users** and **iSite Administrators** act in accordance with **The Agreement**.

An **iSite 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 **iSite User**.

Any **iSite User** must also be an "authorised user" under the **PKI Customer Agreement**.

The **iSite Administrators** shall be responsible for issuing each **iSite User** with a **Security Device** to access the **Service**. Each **iSite User** will then either create or be issued with **Security Information** to identify them when accessing the **Service**.

10. User Instructions

We may accept and act upon a **User Instruction** without making further enquiry into the purpose for which it was given or any circumstances relating to it provided the **User Instruction** was within an **iSite User**'s **Permissions**. We may though ask **you** to confirm the validity of a **User Instruction**.

We shall not be responsible for any loss **you** suffer if we decline or delay processing a **User Instruction** where:

- we have confirmed the instruction with **you**;
- the instruction is outside of an **iSite User**'s **Permissions**; or
- the person providing the instruction has not been registered as an **iSite User**.

You must not let anyone other than an **iSite User** or **iSite Administrator** access and use the **Service** on **your** behalf.

You shall be responsible for the content and accuracy of all **User Instructions**.

A payment instruction, or series of payment instructions, given through the **Service** must be given by **iSite Users** in accordance with the **Security Procedures** by completing **Security Information** assigned to that **iSite User** and authenticating payments using the **Security Devices** provided to each **iSite User**. This will be **your** consent to a payment instruction. Any withdrawal of consent to a payment instruction must be given using the same procedures.

We will not execute or revoke a payment instruction unless it has been given by an **iSite User** verified by that **iSite User**'s **Security Device** and given in accordance with the **Security Procedures**.

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** about these as soon as practicable.

Using **Permissions**, **you** may set the number and type of **iSite Users** which are required to approve certain instructions. If **you** do that, we will not execute a **User Instruction** unless it is authorised by the correct number and type of **iSite Users**.

11. When we can decline or delay your payment instructions

In addition to the situations set out in the section titled "Our rights to decline or delay acting on **your** payment instructions" in the Relationship Terms & Conditions, we may also decline or delay processing **your** payment instructions in the following situations.

- **You** are in breach of the **PKI Customer Agreement**, or processing the instruction would result in **you** being in breach.
- We have suspended operations on a particular **Account** in accordance with its terms or the terms of an agreement we have with a **Client** or we have suspended the use of this **Service**.
- We reasonably believe that processing the instructions might cause us (or another company in **Lloyds Banking Group**) to breach any **Law** or might expose us (or another company in **Lloyds Banking Group**) to action from any government or regulator.
- We receive an instruction directly from one of **your Clients**, rather than **you**.

12. Suspension and Deletion of Users

If the relationship between **you** and an **iSite User** comes to an end, the **iSite Administrators** shall be responsible for removing the relevant **iSite User's** access to the **Service**. If the **iSite Administrator** is unable to do this, **you** must notify us immediately. We will cancel any **Security Procedures** relating to that **iSite User**. If that person is an **iSite Administrator** and the number of **iSite Administrators** falls below two, **you** must promptly:

- appoint a new **iSite Administrator**;
- provide us in writing with the new **iSite Administrator's** details; and
- ensure that the new **iSite Administrator** signs a declaration concerning their use of the **Service** and our use of any data relating to them, in a form required by us.

We may delete an **iSite User's** access to the **Service** if it is not used for a period of time. We will give **you** reasonable notice before we do this.

We may suspend the **Service** or **your** access to it by notice to **you** if:

- We need to perform maintenance (routine or emergency) or enhancements to the **Service**;
- We are unable to provide the **Service** for technical reasons;
- We have reasonable grounds to suspect that **your** use of the **Service** is not secure or there has been unauthorised or fraudulent use of the **Service**;
- **You** are in breach of **your** obligations under these **Product** & **Service** Terms & Conditions.

We will not be responsible for any loss **you** suffer as a result of us suspending the **Service**.

If we suspend the **Service**, we shall explain the reasons for this in a notice before we do this, unless it would be unlawful to do so or compromise our reasonable security measures. If we can't tell **you** before we do this, we shall tell **you** as soon as practicable after the suspension begins. We shall lift any suspension as soon as the reasons for it end and tell **you** when this happens.

We will not process any payments using the **Service** while it is suspended.

If **you** or we suspend or remove an **iSite User**'s access to the **Service**, this will only take effect after an **iSite User** has logged out of the **Service**.

13. Security

We will, from time to time, specify **Security Procedures** which must be adopted in order to use the **Service**. These procedures may differ depending on which part of the **Service** an **iSite User** has access to. Changes to **Security Procedures** will not be treated as a change and so we will not provide 2 months' notice of the change.

You are responsible for ensuring that **you** and all **iSite Users** comply with the **Security Procedures** and do not share them with other people. We may ask **your** Users to change their **Security Information** or we may issue replacement **Security Devices** from time to time.

You agree to adopt, operate and maintain effective security and confidentiality measures in relation to **your** (and **your** Users') use of the **Service**. This includes taking all reasonable precautions to:

- prevent unauthorised use of the **Service** or the **Security Procedures**;
- ensure that no aspect of the **Security Procedures** are disclosed or made available to anyone else;
- ensure that all **iSite Users** use the **Service** in a secure manner.

You must also contact us without undue delay if **you**, any **iSite User** or any of **your** employees or contractors, know or believe that any of the following has occurred. **You** must also ensure that **your iSite Administrators** take all necessary steps to cancel or suspend the access rights of an **iSite User** in these situations.

- Any part of anyone's security details have been, are or may be lost, stolen, misappropriated, misused or known to someone else. We may also suspend access to the **Service** until new security details have been issued.
- A **Security Device** has been lost, stolen, misappropriated, misused or anything has been done to compromise its security.
- Anyone is, or may be, accessing or using the **Service** without appropriate authorisation, misusing the **Service**, or breaching confidentiality.
- Any fraud is being or may be committed involving the **Service**.

You must also take any action that we specify to prevent such unauthorised use or to deal with these security issues.

You must use all reasonable endeavours to ensure that no-one leaves any computer or other device related to the **Service** unattended or allows it to be accessed or used by anyone else.

You must make all reasonable efforts to ensure that any computer or other device through which **you** or Users access the **Service** is free from any computer viruses, Trojans, worms, time bombs, malware or any other harmful programs and is protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.

We may log an **iSite User** out of the **Service** after a period of inactivity.

14. PKI Customer Agreement

The **PKI Customer Agreement** sets out conditions which must be followed when using the Digital Identification **Service** to issue **User Instructions**.

The **PKI Customer Agreement** sets out important provisions concerning the **Security Procedures** and **Security Information**. It is essential **you** follow the **Security Procedures** set out in the **PKI Customer Agreement** to ensure that unauthorised persons do not access the **Service**.

You must comply, and must ensure all **your iSite Users** and **iSite Administrators** comply, with the **PKI Customer Agreement**.

15. Your obligations

You shall, and shall ensure that all **iSite Users** and **iSite Administrators**, comply with these **Product** & Services Terms & Conditions and ensure that personal and other data provided to us is always properly and accurately maintained. In particular, **you** shall promptly remove redundant **iSite User** profiles and keep contact details uptodate.

You shall not, and shall procure that **your iSite Users** shall not:

- use the **Service** in a way or for a purpose which is not authorised or intended by us;
- use the **Service** in a manner which breaches any **Law**;
- create, or permit the creation of, any links to or from a website to any part of the **Service** or cause the **Service** to appear in any form other than that presented by us;
- use the **Service** other than for **your** business purposes;
- adapt, alter, modify, copy, reverse engineer (except to the extent permitted by law) the **Service** Equipment (or any information, techniques, data or designs relating to it) or permit any third party to do the same;
- use the **Service** Equipment other than for accessing and using the **Service**; or
- communicate with us in an offensive or abusive manner.

If **you**, or **your iSite Users**, access the **Service** outside the UK, it is **your** responsibility to check that this does not breach any local law. **You** shall not access or use the **Service** in a way which will, or is reasonably likely to, cause us to breach a **Law**. We may prohibit use of the **Service Equipment** in any country if we consider that it would adversely affect **you**, us or the **Service**.

We may modify or replace any of or part of the **Service Equipment** from time to time. If we do, **you** shall use the new **Service Equipment** without delay.

The **Service Equipment** includes software which is owned by us and our licensors. It may include elements which are designed to operate with **your** internal systems as described by **you** to us for the purposes of the **Service**. If any defect appears in any **Service Equipment your** sole remedy will be the correction of the defect by us as soon as is reasonably practicable following our receipt of written notice from **you**. We specifically deny any express or implied warranty or representation that **Service Equipment** will be fit to operate in conjunction with any hardware items or software products other than (and in the configuration) which have been identified by **you** or that its use will be uninterrupted or error free.

16. Technical requirements for accessing the Service

Where **your** access to or use of the **Service** requires **you** to download any third party software, **your** use of that software may be subject to the terms of a licence with a third party. If **you** agree to enter into a third party licence, the licence will confirm **your** rights and liabilities for use of that software. That licence is separate to and is not affected by these **Product** & Services Terms & Conditions. We do not warrant that any third party software is suitable for use with **your** computer system and we have no liability for any problems with **your** computer system which result from the use of any third party software.

You are responsible for and will, at **your** risk and expense, arrange access to the **Service** using the internet or any other method of communication approved by us.

The **Service** is designed to be accessed by particular internet browsers. We will tell **you** what these are from time to time. Check the iSite Guide for further details.

You must comply with the computer, operating software and website browser specifications and other technical requirements we notify to **you** from time to time.

You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.

We may use cookies on **Our Website** and to enable us to provide the **Service**. Switching off or "opting out" of the use of cookies will mean that **iSite Users** may not be able to use certain features of **Our Website** and the **Service**. We shall not be responsible if **you** aren't able to use or are delayed in using the **Service** or any functionality which results from cookies being disabled. **You** can find out more information about the cookies we use in the cookies policy on **Our Website**.

17. Account Information Available Using the Service

Once a payment has been processed, we will update **your Account** information and make available transaction information through the **Service**. We will use reasonable endeavours to ensure that all **Account** information available through the **Service** is regularly updated and is accurate.

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 how that transaction is processed, and some transactions will appear immediately while others will appear on the next **Business Day**. Similarly, items showing on an **Account** viewed through 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.

The records we maintain of instructions and authorisations received, and payments or transactions that we, **you** or **iSite Users** complete will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, payments and transactions.

18. Confidentiality and Ownership of Information

You shall comply with **your** obligations under the section titled "Confidentiality" in the Relationship Terms & Conditions. For the purpose of this **Service**, "**Confidential Information**" shall include the **Proprietary Information**.

We will not use any information we obtain about a **Client** through the **Service** to market or sell any financial service or product to that **Client** without **your** consent.

You agree that we and our licensors at all times own the **Intellectual Property Rights**. **You** and the **iSite Users** and **iSite Administrators** 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**.

You acknowledge that neither **you** nor the **iSite Users** and **iSite Administrators** own or claim any right in the **Proprietary Information** or the **Intellectual Property Rights**.

You and the **iSite Users** and **iSite Administrators** must not use the **Intellectual Property Rights** or the **Proprietary Information** except in the proper access and use of the **Service**. **You** must not take copies, sell, assign, lease, sub-licence or otherwise transfer the **Intellectual Property Rights** or **Proprietary Information** to anyone else.

19. Disclaimers regarding the Service

You acknowledge that we do not warrant that:

- the use of the **Service** will meet **your** general or any particular requirements;
- the **Service** will be available or accessible or that its availability will be uninterrupted or error free.

You acknowledge that the internet is a public system over which we have no control.

You acknowledge that, except as set out in these terms, all warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the **Service** or otherwise are excluded.

We recommend that **you** maintain disaster recovery procedures, including for the back-up of **Account** information, in accordance with good industry practice in case the **Service** is not available for any reason.

20. Liability

We shall not be liable to **you** for any loss **you** suffer under or in connection with these Product & Services Terms & Conditions except where it relates to a loss which:

- we cannot exclude by **Law** or results from any terms implied by **Law**; or
- we have agreed to be liable for under another part of this Agreement.

We shall not be liable to **you** for any loss **you** suffer in connection with the **Service** as a result of:

- any fraud by **you** or any **iSite User**;
- **Account** information not being accurate, complete or up to date, or by **your** reliance on it; or
- any failure by **you** or **your iSite Users** to use the **Service** in accordance with these Product & Services Terms & Conditions or any instructions we provide from time to time.

This shall not apply to any loss which:

- we cannot exclude by **Law** or results from any terms implied by **Law**; or
- we have agreed to be liable for under another part of this Agreement.

You will indemnify us for all losses which we may incur or suffer, directly or indirectly, from any access or use by **you** or any **iSite User** of the **Service** or any breach of these Product & Services Terms & Conditions.

Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way to repay to **you** the credit balance on any **Account** in **your** name or our liability 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.

Nothing in these Products & Service Terms & Conditions shall affect **your** liability under the section titled "Your responsibility for unauthorised transactions" under the Relationship Terms & Conditions.

21. Ending the Service

As well as the circumstances set out in the Relationship Terms & Conditions, we will stop providing the **Service** to **you** once all of **your Accounts** are closed.

When the **Service** ends, **you** and **your iSite Users** must stop accessing the **Service**. If we ask, **you** must also return all **Security Devices** and other materials we have given to **you** immediately or confirm that they have been destroyed.

For the avoidance of doubt, Sections 18 and 20 will continue to apply after this **Agreement** ends.

22. Notices and Contact details

It is **your** responsibility to notify us of any change to **your iSite Administrator's** contact details using the forms we provide from time to time.

You can contact us:

- by telephone on **0345 835 7480**;
- by email to **iSiteHelpdesk@lloydsbanking.com**;
- by post at **Lloyds Banking Group**, 10 Canons Way BS1 5LF; or
- by any such other contact method we advise **you** from time to time.

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

The following terms only apply if you are a SIPP Provider and require the Trustee of a Scheme you operate to open and operate a Designated Pension Account.

23. Meaning of words we use

Designated Pension **Account** means the account we may make available to Trustees to hold funds which are beneficially owned by a specific Scheme Member.

Scheme or SIPP Scheme means a particular self-invested personal pension scheme which is established and administered by **you**.

Scheme Member means a person who is a member of a SIPP Scheme.

SIPP Provider means a person who is authorised by the Financial Conduct Authority to establish, operate and administer self-invested personal pension schemes.

Trust Deed means the trust deed, establishment deed or poll establishing the Scheme, together with the rules of the Scheme.

Trustee means the trustee of a particular Scheme who holds funds on trust for Scheme Members and which meets the criteria set out in clause 25.

24. Eligibility for a Designated Pension Account

If **you** are a SIPP Provider, **you** may introduce a Trustee to us to open and operate Designated Pension **Accounts** to hold funds belonging to Scheme Members in connection with a SIPP Scheme that **you** provide.

You may only do this if the SIPP Scheme:

- is established under a Trust Deed;
- has registered status with HM Revenue and Customs; and
- has been established in the UK, and is controlled, administered and operated in the UK, by **you**.

You confirm to us that:

- the Trustee is authorised under the Trust Deed or other terms of the Scheme to open and operate a Designated Pension **Account**, and hold funds in the account, in its sole name;

- **you** hold any authorisations, registrations or similar approvals as required by **Law** to establish and operate the Scheme;
- the Trustee is part of **your** corporate group and acts to **your** order in accordance with the Trust Deed or other terms of the Scheme; and
- each Scheme Member for whom the Trustee will open a Designated Pension **Account** is a member of the Scheme.

25. Operating the Account

You acknowledge that we are not responsible for ensuring that the Designated Pension **Account** is operated, and that any funds are held, in accordance with the rules of the Trust Deed and in accordance with **Law**, including any requirements of HM Revenue and Customs. **You** and the Trustee are responsible for that and we cannot advise **you** on that.

26. Information about Scheme Members

You acknowledge that we are required to complete customer due diligence checks on each Scheme Member for whom a Scheme Trustee holds funds in a Designated Pension **Account**.

If **you** agreed that we may rely on **your** checks, **you** will ensure that such checks are performed in accordance with **Law** and any requirements which we provide to **you** from time to time. **You** shall provide us promptly with any information we request about the customer due diligence checks **you** perform.

You will provide us with reasonable access to **your** premises, systems, records and staff so that we may audit whether **your** checks comply with **Law** and any requirements we have provided to **you**, provided that we shall:

- provide **you** with reasonable notice of an audit; and
- not perform more than 1 audit in each calendar year.

You will provide us promptly on request with copies of the information and documentation **you** obtained about and from the Scheme Member when conducting **your** customer due diligence checks. This includes information and documentation to identify the Scheme Member and to verify their identity. **You** shall retain copies of this information and documentation for at least 5 years from when **your** relationship with the Scheme Member ends (or such other period as required by **Law**).

You acknowledge that we will need to complete ongoing checks in relation to Scheme Members. **You** shall provide us with reasonable assistance, where required, to enable us to complete these checks. For example, we may ask **you** to provide information to us about Scheme Members.

You will ensure that **you** have any necessary consents from Scheme Members, or another lawful basis, in place before sharing personal data with us about a Scheme Member.

27. Liability

You will indemnify us for all losses which we may incur or suffer, directly or indirectly, from any breach by the Trustee of its agreement with us in connection with a Designated Pension **Account** or use of the **iSite Service**.

You shall provide all reasonable assistance to a Trustee to enable it to perform its obligations under its agreement with us for a Designated Pension **Account** and the **iSite Service**.

Business help and support

We aim to provide you with a high level of service. If you have a query our Help & Support pages can help: **business.bankofscotland.co.uk/help**

Find out more

Contact your relationship team

Go to business.bankofscotland.co.uk

Please contact us if you'd like this information in an alternative format such as braille, large print or audio.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 169628.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies. More information on the Lloyds Banking Group can be found at **lloydsbankinggroup.com**

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