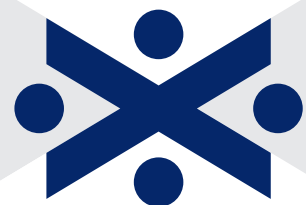


**Commercial Banking**

# **Commercial Banking Online Service**

**Your Agreement – Product Specific Conditions**

Contains additional terms and conditions for the Commercial Banking Online Service you receive from us



**BANK OF  
SCOTLAND**

By your side

# Important things to know before you get started:

## What's in these Product Specific Conditions

These Product Specific Conditions explain how we will provide the Commercial Banking Online Service to you, who can use it and how they can use it.

We have included some examples and information in these Product Specific Conditions to help you understand them.

In section 25, 'Liability', we explain our exclusions of liability and indemnities that you are agreeing to give to us. It is important that you read this section.

## Understanding Your Agreement with us

There are a number of documents that make up Your Agreement with us. These Product Specific Conditions apply in addition to the terms and conditions you have relating to your Accounts. All of these documents are available from your Relationship Manager or our website: [business.bankofscotland.co.uk/business-home/rates-and-charges/terms-and-conditions](https://business.bankofscotland.co.uk/business-home/rates-and-charges/terms-and-conditions)

You should take time to read:

- ▶ these Product Specific Conditions
- ▶ the General Conditions – these explain how your Accounts with us work
- ▶ any Product Specific Conditions for any Online Products you can access through the Service
- ▶ the Tariff Sheet – this has details of the costs for using the Service
- ▶ your registration form – this shows the information you gave us when you registered for Commercial Banking Online

## What to do next

- ▶ Read your pack of documents. It is important that you do this, so that you understand how online banking works.
- ▶ Download, print and keep a copy so you can refer to them at any time. We can also supply these documents in a different format.

## Find out more

- ▶ You can find helpful information on how to use the Service on our website here: Commercial Banking Online Help Centre
- ▶ If you need help or have any questions, you can always contact your relationship team. See our website for details of the best way to contact us – [business.bankofscotland.co.uk/online-banking](https://business.bankofscotland.co.uk/online-banking)

# What's in these Product Specific terms and conditions?

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## 1. Meanings of words we use:

### Account

Any of your business accounts which may be accessed, viewed or operated through the **Service**, which may include accounts held with other banks.

### Administrative Group

A group of **Users** set up and managed by the **Primary Administrator**.

### Authority

The authority you have given to us relating to the operation of your **Accounts** and **Services**.

### Business Day

Mondays to Fridays except public and bank holidays. Online banking services are generally available 24 hours a day.

### Confidential Information

Any information, whether written, oral, in electronic form or in any other media, that:

- a) is disclosed by you or us, or on behalf of you or us, in connection with these **Product Specific Conditions** and that relates completely or partly to your or our business (or the business of any member of the **Lloyds Banking Group**); and/or
- b) relates to the terms of these **Product Specific Conditions** but it does not include the existence of these **Product Specific Conditions**; and/or
- c) includes the **Proprietary Information**.

### Device

Anything such as a card or other **Device** you can use on its own or combined with **Security Details** to access your **Account** or give instructions, for example a security card or card reader.

### Intellectual Property Rights

All intellectual and industrial property rights of any kind whatsoever in the **Proprietary Information**, regardless of location, including patents, rights in know-how, registered designs, models, unregistered design rights, registered and unregistered trade marks, rights to prevent passing off or unfair competition, copyright, database rights, and rights in any invention, discovery or process, including applications for and rights to apply for any of these, and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

### Online Payment and Viewing Functions

The functions of the **Service** which let **Users** access your **Accounts**, view information about **Accounts** and give **User Instructions**. This includes instructions to make or receive payments by CHAPS, Bacs or SWIFT, and any related or extra functionality that we make available.

### Online Product

Any **Product**, **Account** and/or other product, service or account which we agree you can access, view or use through the **Service**.

### Payment Instrument

Any

- a) personalised device such as a card; or
- b) personalised set of procedures agreed between you and us such as the use of **Security Details** used by you to instruct us to execute payment transactions for you.

### Permissions

The permissions allocated to each **User**. These may include authority to access **Service** functions or authorise payments or other rights relating to the operation of the **Service** given to each **User**.

### Primary Administrator

A person appointed and authorised on your behalf whose **Permissions** let them assign **Users** and access **Online Products**. They will have any other powers given to that role under the **Service** which are granted by you and agreed to by us.

### Primary Contact

A person appointed at registration that will be our business point of contact for your organisation.

### Product

A product provided by us and includes:

- ▶ accounts (including most current, deposit, foreign currency and client money accounts);
- ▶ payment services that we offer; and
- ▶ online services that we offer.

**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** and the **Online Products** we offer you in relation to the **Service** and the **Security Procedures**.

### Security Details

Details or security procedures you must follow or use to give an instruction, confirm your identity or access a **Security Device**.



**Example:** an activation code, a password, security code (or PIN) or biometric data such as a fingerprint.

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### Security Procedures

Use of the **Security Device** and **Security Details** in the way that we determine.

### Service

The online banking service supplied by us under these **Product Specific Conditions**.

### Tariff Sheet

The list of charges for the **Service**.

### Third Party Provider

A service provider authorised by you to access information or make payments for you from your payment accounts.

**User:** means the **Primary Administrators**, and any other **Users** who are allocated **Permissions** by the **Primary Administrators**, who have each been registered to use the **Service**.

**User Instruction:** means an instruction, authorisation or request given to us through the **Service** by a **User**:

- a) on your behalf;
- b) on behalf of another member of your corporate group; or
- c) on behalf of any person or entity connected with you.

**Your Agreement** is the name given to the package of documents you need to read to understand your agreement with us relating to your **Accounts** and **Services**.

**Website:** means the Commercial Banking website **Commercial Banking Online | Bank of Scotland Business**.

## 2. What is the Commercial Banking Online Service?

Commercial Banking Online is an online service which allows you to make payments and view balances. Our website explains how Commercial Banking Online can be used. You can find this here – **Commercial Banking Online Help Centre**.

We also use Commercial Banking Online to deliver messages about your **Account** and **Service** to you.

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

If these **Product Specific Conditions** say one thing, and the **General Conditions** say another, these **Product Specific Conditions** will apply.

Each of our **Online Products** have separate terms and conditions which apply to them. The **Product Specific Conditions** for the **Online Products** we provide will apply in relation to the supply of those **Online Products**.

If these **Product Specific Conditions** say one thing, and the **Product Specific Conditions** for the **Online Products** say another, these **Product Specific Conditions** will apply in relation to your use of the **Service**, access to **Online Products** through the **Service** and the appointment of the **Primary Administrator** and the **Permissions**.

## 4. How do you set up the Service?

You need to complete, sign (digitally or wet ink) and return the registration form to us to use the **Service**. This can be done online or by printing the form out and posting it to us.

In this form you will designate who you want your **Primary Administrator/s** to be and who your **Primary Contact** is.

You must have at least one **Primary Administrator**, although we recommend that you have two.

We will check your **Authority** to see whether you are able to open the **Service**.

## 5. How will we provide the Service to you?

We will try and make the **Service** available to you and the **Users** so long as you all act in line with these **Product Specific Conditions**. However, the **Service** and your ability to access, view and operate **Accounts** and other **Online Products** through the **Service** may be unavailable for periods of time if we need to carry out routine or emergency maintenance. If we can, we will tell you that this is going to happen beforehand. If the **Service** is unavailable outside of maintenance we will keep you up to date via our Service Status page.

## 6. Are there any charges for using the Service?

- Yes. Your **Tariff Sheet** contains details of these. You are responsible for the costs of accessing the **Service** online.
- Fees for the **Service** are charged monthly in arrears and will be debited from your nominated current account or your principal account if you do not nominate one.
- We may add default interest after a year of any charge remaining unpaid. **The rate of this default interest is 8% above the base rate set by the Bank of England.**

## 7. What happens if your Users do not use the Service for a period of time?

**Users** should access the **Service** regularly, otherwise they will not be able to access the **Service** when they do try to log in.

Time of inactivity	What happens to User rights
90 calendar days	<b>User's</b> password will expire
180 calendar days	<b>User</b> may be suspended

If the **Service** isn't used by your business for 24 months, it will be marked as dormant and closed.

## 8. What do you need to do to access the Service?

Your **Users** will need access to the internet, their **Device** and their login and security details. Any equipment used to access the **Service** must meet certain requirements. You can find details of the requirements on our website. If you are having problems with accessing the **Service**, please let us know. See our website for details of the best way to contact us – **Commercial Banking Online Help Centre**.

## 9. What are Users and how can they use the Service?

- When you request the **Service**, you name who your **Primary Administrators** is/are. The **Primary Administrator** then uses the **Service** to set up **Users**, and give them **Permissions** to use the **Service**.
- You authorise us to carry out instructions from **Users**. We will carry out a **User's** instructions without checking with you or checking against the **Authority**, as long as we can identify the **User** through the use of their **Security Details** and/or **Device**.
- This means that if your **Authority** requires two to sign as a payments control but your **Primary Administrator** has set **User** permissions of one to sign, we will only require one to sign for that payment control. You can find out more about panel approvers and voter approvers on our website.
- We need approval from your **Primary Administrator/s** for any administrative approvals, for example setting up **Administrative Groups**.
- Unless you tell us otherwise in your registration form for the **Service**, **Users** will be able to use the **Service** in relation to all existing and future **Accounts** and will be subject to the same payment controls.

## 10. Who is responsible for setting up Users and giving permissions to Users?

You complete the registration form and name who you want your **Primary Administrators** to be. **Primary Administrators** are responsible for allocating and registering individuals as **Users** of the **Service** and assigning **Users** with appropriate **Permissions**.

We recommend that you have more than one **Primary Administrator**. You set up dual administration approval in the registration form. Dual administration approval means at least two **Primary Administrators** need to approve tasks and actions.

## 11. How are User Instructions given and how do we process them?

- a) Access to particular functions of the **Service** and the ability to issue **User Instructions** will be decided by the **Permissions** allocated to a particular **User**. We can make checks at any time to determine whether the **User Instructions** are valid.
- b) It is up to you to ensure that there are enough **Users** with appropriate **Permissions** to issue **User Instructions** to us.
- c) There are circumstances where we do not have to process **User Instructions** or where we can delay processing them.



**Example:** If the persons providing such instructions have not been properly registered by you as **Users** of the **Service**, **Permissions** have not been properly assigned or we seek verification of **User Instructions** from you before actioning them. We will not have any responsibility to you for any loss or damage that you may suffer as a result.

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- d) We may accept and act on **User Instructions** without making further checks into why they were given or any circumstances relating to them. This is as long as the **User Instructions** are within the **Permissions** of that **User**. You agree that a **Primary Administrator**, and other **Users** have all the **Permissions** granted by you and you must make sure that all **Users** follow the terms set out in **Your Agreement**.
- e) If we agree to undertake certain tasks relating to the set up or operation of the **Service** for you, we are not responsible to you for any loss, liabilities, costs, claims, damages and expenses as a result of acting in accordance with your instructions.
- f) You must not let anyone other than a **User** access the **Service** on your behalf.
- g) You are responsible for the content and accuracy of all **User Instructions** issued by **Users**.
- h) Payment instructions given through the **Service** must be given by **Users** using the **Device(s)** provided to those **Users** and in line with the **Security Procedures**. **Users** must use the **Security Procedures** when they are cancelling a payment. We may reject any payment instruction or cancel any payment instruction where that payment instruction or cancellation of that payment instruction has not been given by a **User** verified by that **User's Device(s)** and in line with the **Security Procedures**.

- i) We may, from time to time, apply limits to **User Instructions**, in relation to amounts individually, in total or for other reasons. Information about limits for particular payment transactions can be found on our **Website**. Limits will come into effect immediately after we apply them.
- j) If you have more than one **Primary Administrator**, we need two **Primary Administrators** to authorise an instruction via the **Service**.
- k) Using **Permissions**, you may also be able to set the number and type of **Users** required to approve a particular instruction. We may reject any instruction which is not authorised by the relevant number or type of **Users**.

## 12. How do the Online Payment and Viewing Functions work?

- a) The **Online Payment and Viewing Functions** are provided by us via the **Service** and let **Users** view balances and statements of **Accounts** and transfer funds between **Accounts** in accordance with the **Permissions**.
- b) The cut-off times for the **Online Payment and Viewing Functions** are on our **Website**.
- c) If we agree that any of the **Accounts** accessible via the **Online Payment and Viewing Functions** include **Accounts** held with financial institutions other than us, you will be responsible for:
  - i) the preparation and transmission of input data by those financial institutions; and
  - ii) ensuring that such input data is transmitted to us as soon as it becomes available, in order that the **Online Payment and Viewing Functions** can operate efficiently.

We will provide reasonable assistance with making that data available as soon as possible.

- d) The **Online Payment and Viewing Functions** output can only use information from when the **Service** commenced.

### 13. Are there any Technical Requirements for accessing the Service?

- a) You must act in line with the computer, operating software and browser specifications and other technical requirements we tell you about from time to time in respect of access to the **Service**.
- b) You should make suitable contingency arrangements to cover system or operating failures.
- c) You must contact us immediately if you become aware of, or suspect:
  - i) any failure of any part of the **Service**;
  - ii) any error in any part of the **Service**; or
  - iii) any programming error or defect or corruption of any part of the **Service** and promptly assist us in taking any steps we require to correct the faults which have been identified.
- d) We may use cookies on the **Website** and to enable us to provide the **Service**. These help the **Service** work better. If **Users** switch off or opt out of cookies we will not have any responsibility to you for any loss or damage that you may suffer as a result. You can find out more information about the cookies we use by reading the cookies policy on the **Website**.

### 14. What do you need to know about Account Information made available using the Service?

- a) In the registration form we will ask you which **Accounts** or entities you want to use the **Service**.
- b) You agree that any **Account** or other information available using the **Service** is just for reference and cannot be relied upon as being accurate at any particular time as the timing of processing transactions varies.
- c) We will take reasonable steps to make sure that all **Account** information available through the **Service** is regularly updated and is accurate.
- d) The records we maintain of instructions and authorisations received, and payments made, will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations and payments.

### 15. How can Users be suspended or deleted?

- a) 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**), or if you require the suspension of a **User**, the **Primary Administrators** are responsible for doing this. If the **Primary Administrator** is unable to delete or suspend such **User**, you must immediately tell us. Upon deletion of a **User**, that **User's** access to and use of the **Service** shall automatically be terminated.

If you have two **Primary Administrators** and the **User** being removed or suspended is a **Primary Administrator**, then you will have to appoint a new **Primary Administrator** promptly. Although we allow you to have one **Primary Administrator**, where you have selected to have more than one, you would require at a minimum two active **Primary Administrators** to allow you to approve tasks and actions.

- b) If you are a sole trader, on your death we will cancel access to the **Service** and terminate the **Product Specific Conditions** unless alternative arrangements are made with your personal representatives.
- c) Where either we or you suspend or remove a **User's** access, for example because we are concerned about a risk of fraud, that suspension or removal does not take effect until after that **User** has logged out of the **Service**. We will not be responsible for any actions of that **User** and/or for following any instructions of that **User** during the period of time between us suspending or removing a **User** and that **User** logging out or being logged out of the **Service**.

### 16. How can the Service be suspended?

- a) We may at any time suspend the **Service** or access to the **Service** for as long as we think is right if:
  - i) suspension is necessary for the purpose of (routine or emergency) maintenance or improving the **Service**;
  - ii) for technical reasons, provision of the **Service** is not possible;
  - iii) suspension is necessary if there are reasonable grounds to suspect compromise of security;
  - iv) you breach any of your obligations in these **Product Specific Conditions**;
  - v) in relation to any of the circumstances set out in the section entitled "When can the Service be ended?", we are investigating such circumstances; and/or
  - vi) the **Account** is in your sole name and you die.

We will not be responsible for any loss or damage that you may suffer as a result of us suspending the **Service**. Always check our **Service** Status for information on the **Service** availability.

- b) We will give you notice and a reason for us suspending the **Service** unless it would compromise reasonable security measures or is unlawful or where clause 16a(vi) applies. If we are unable to give you notice before we suspend the **Service** we will do this as soon as possible afterwards.
- c) If the reasons for suspension no longer apply, we will resume the **Service** and tell you that the supply of the **Service** has been resumed. During any period of suspension, we will not be able to process any individual payment instructions which are deemed to be received by us within that period.



**Example:** This means that any individual future dated payments instructed through the **Service** which are due to be made during any period of suspension will not be processed by us. In those circumstances, we will tell you that we are unable to process your payment instructions. Any payment which is deemed to be received after the period of suspension will be processed as usual.

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## 17. When can the Service be ended?

The **General Conditions** set out circumstances when we are allowed to end the **Service**, but there are some additional circumstances when we have the right to end the **Service**. We may end the **Service** immediately if:

- a) we suspect fraud in the opening or operation of the **Service** and/or any **Online Product** or **Account** which is accessed via the **Service**;
- b) you do anything which we reasonably believe will damage our reputation;
- c) you use, or we reasonably believe that you are using, the **Service**, and/or any **Online Product** or **Account** which is accessed via the **Service** improperly; or
- d) you fail to pay any charges that are due to us relating to the **Service**;

If you stop receiving the **Service** and the **Service** is required for us to provide certain **Online Product(s)** or other products to you, we may stop providing you with these **Online Products** and/or other products. Any notice of termination in relation to the **Service** will be deemed to be a notice of termination in respect of those associated **Online Product(s)**.

## 18. What happens after the Service has ended?

After the **Service** has ended, you must make sure that neither you nor any of your **Users** attempt to access or use the **Service** and you must return all **Devices** and materials relating to the **Service** to us. You must do these things right away.

You will still be responsible for any amount which you owe to us (whether that amount is incurred before, during or after closure) and those amounts will become immediately due and payable to us.

We will not be responsible for any loss or damage that you may suffer as a result of us acting on instructions which were authorised by you prior to the date of closure of the **Service**.

Any charges that you have paid to us in advance for the **Service** will returned to you if they relate to a period of time which is after we end the **Service**.

## 19. Are there any rules which apply to how the Service can be used?

Yes. The **General Conditions** set out some rules you have to follow to keep your **Accounts** safe, but there are some additional things you need to do in relation to the **Service**.

You must make sure that you and your Users:	You must make sure that you and your Users do not:
take reasonable care to protect their <b>Security Details</b> and <b>Device</b> and to prevent unauthorised access to the <b>Service</b>	record their <b>Security Details</b> in a way someone else could recognise
use <b>Security Details</b> that meet the requirements we set and follow any other security guidance we tell you about	share their <b>Security Details</b> with anyone else
change <b>Security Details</b> if you think there might have been a breach of security	let anyone else give instructions or access information on your <b>Accounts</b>
keep virus protection software up to date on any computer or <b>Device</b> used to access the <b>Service</b>	allow anyone else to use a <b>Device</b>
maintain the data which is provided to us. This includes making sure that profiles for <b>Users</b> which have been removed are promptly deleted and that <b>Users'</b> contact details are up to date	leave their computer or <b>Device</b> unattended when logged into the <b>Service</b>
	copy or change any software we provide as part of the <b>Service</b>
	give software we provide as part of the <b>Service</b> to anyone else
	use the <b>Service</b> in a way or for a reason that is not authorised by us
	cause the <b>Service</b> to appear in any form other than that presented by us, for example by linking the <b>Service</b> to/from other websites
	use the <b>Service</b> other than for your business purposes

## 20. Can we change the Service?

The **General Conditions** explain that if there is a change to **Your Agreement**, we will tell you about this in writing, which can include an email or to your mailbox within the **Service**. If we send information to the mailbox, we will tell you it is there. There are different ways we can do this, for example, e-mail, text message or prompt through the **Service**.

Any message sent to the **Primary Administrator** selected as the **Primary Contact** on the **Service** is treated as a message sent to you, so you should make sure you have arrangements in place so that your **Primary Administrators** make you aware of anything you would need to know.

## 21. Changing what a User can do

### a) Changing what a User can do:

We can change what a **User** can do at any time by telling you in advance in writing (which could for example be by email, text message or message or prompt through the **Service** or using the mailbox in the **Service**).

As new functionality is added to the **Service**, **Primary Administrators** will need to give themselves the correct permissions to be able to use any new functionality. If **Primary Administrators** want other **Users** to be able to use that functionality they will need to amend those **Users' Permissions**.

If you do not want a **User** to have these powers, you will need to change their level of authority or remove that **User**.

### b) Service changes:

We will let you know if there are any changes to the **Service**. If this means there is a change to **Your Agreement**, we will usually tell you two months in advance. The **General Conditions** explain what you can do if you do not like a change we're making to **Your Agreement**.

When new functionality is added or if we make any changes to how the **Service** looks, this does not change **Your Agreement** so there will be no need to tell you about any changes to the **General Conditions** or these **Product Specific Conditions**. We will let you know about new functionality or changes to functionality. This may be, for example, by e-mail, or message or prompt through the **Service** or using the mailbox in the **Service**.

## 22. Third Party Providers

You can instruct a **Third Party Provider** to access information on your **Accounts** or make payments from your **Accounts** online as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements. We will treat any instruction from a **Third Party Provider** as if it were from you.

We may refuse to allow a **Third Party Provider** to access your **Account** if we are concerned about unauthorised or fraudulent access by that **Third Party Provider**. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you afterwards. In either case, we will tell you in the way which we consider the most appropriate in the circumstances. We will not tell you where doing so will compromise our reasonable security measures or otherwise be unlawful.

We may make available to a **Third Party Provider** a specific means of accessing your **Account**. If we do, and it tries to access your account by a different way, we may refuse to allow that access. If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a **Third Party Provider**.

## 23. Your Device

You can only use the **Device** to access the **Service**. You cannot, and you must make sure your **Users** and any third parties do not, adapt the **Device**. We might modify the **Device** or supply replacements. You must use the new **Device** without delay.

The **Device** includes software owned by us and our licensors and may include parts which are designed to operate with your internal systems as described by you to us for the purposes of the supply of the **Service**. If any fault appears in any **Device** we will try and fix this as soon as we can after you tell us about the problem.

We exclude any express or implied warranty or representation that:

- a) the **Device** will be fit to operate with any hardware items or software products other than those which have been identified by you; or
- b) use of the **Device** will be uninterrupted or error free

Any warranty will only apply if the hardware or software is used with the **Device** in the same configuration as you have set out to us.

## 24. Can you use the Service outside of the United Kingdom?

If you use the **Service** outside the United Kingdom, you and your **Users** must make sure you do not break the laws of that country by doing so.

## 25. Liability

**This section covers exclusions of liability and indemnities that you are agreeing to give to us. It is important that you read this section.**

Subject to the **General Conditions**, we shall have no liability to you under or in connection with these **Product Specific Conditions**, including in connection with your use of access to or reliance on the **Service**. This is in addition to any other liability provisions in other product specific conditions for your **Online Products**.

Unless we cannot exclude this liability, some of the things we will not be liable for include fraud by you or any **User**, loss or damage suffered by you because your **Account** information isn't accurate, complete or up to date or by your reliance on it or any failure by you to use or make sure that the use of the **Service** is in line with these **Product Specific Conditions** and any other instructions provided by us.

You will indemnify us for all losses, damages, liability, claims, expenses or costs (including VAT if this applies) which we may suffer or incur arising directly or indirectly from any access or use by you or any **User** of the **Service**.

## 26. How must you and we protect Confidential Information?

We and you must keep **Confidential Information** secret and not disclose it to anyone unless it is allowed by these **Product Specific Conditions** or if agreed between us and you. We and you may only use the **Confidential Information** for the performance of obligations under **Your Agreement**.

We and other members of the Lloyds Banking Group may also use, keep and disclose **Confidential Information** about you if we need to do this to:

- ▶ meet our legal requirements and internal policies or procedures
- ▶ maintain your relationship with Lloyds Banking Group
- ▶ promote other products and services
- ▶ enforce or defend our rights or those of a member of the Lloyds Banking Group, and
- ▶ prevent or detect crime.

We and you may disclose **Confidential Information**:

- a) to officers and employees and, in our case, agents and sub-contractors, who need access to that **Confidential Information** to meet their obligations under **Your Agreement**. If this happens, you or we (as applicable) will make sure that these people act in line with this clause;
- b) in our case, to **Third Party Providers** and other third parties which need **Confidential Information** so that they can provide their services to you;
- c) to auditors and professional advisors who need access to **Confidential Information**. If this happens, you or we (as applicable) will make sure that these people act in line with this clause; and
- d) if it is needed to be done to meet legal requirements or the requirements of a court or a regulatory authority or the rules of any listing authority, stock exchange or the Panel on Takeovers and Mergers or any successor body.

This clause does not apply to any **Confidential Information** which:

- a) has stopped being secret without us or you breaking any obligations to keep the information secret;
- b) the party receiving the **Confidential Information** already had before it was disclosed by the other party;
- c) was received from a third party who was not obliged to keep it secret and who was free to make it available; and/or
- d) was in the public domain when it was shared or enters into the public domain without the party receiving the information breaking any obligations to keep it secret.

## 27. Who owns the information relating to the Service?

You agree that the **Intellectual Property Rights** will be owned by us and our licensors. You and the **Users** will protect the **Proprietary Information** and the **Intellectual Property Rights**. You will tell us if you become aware of any actual or potential infringement of the **Intellectual Property Rights**.

You agree that you and the **Users** do not own any right in the **Proprietary information** or the **Intellectual Property Rights**. You cannot make any claim that you or the **Users** have these rights.

You and the **Users** must only use the **Intellectual Property Rights** or the **Proprietary Information** for accessing and using the **Service**. You and the **Users** must not take copies, sell, assign, lease, sub-license or otherwise transfer them to anyone else.

Where you need to download any third party software to use the **Service**, you may need to sign up to third party licence terms. Where you do that, those licence terms will tell you about how you must use the software. These **Product Specific Conditions** will not affect how you must use that software. We do not warrant that any third party software is suitable for use with your computer system. We are not responsible for any problems with your system.

## Tell us what you think of this communication

We won't ask for any personal information in this survey.



### Our service promise

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Please let us know if you have a problem - we're here to help. See our complaints process on our 'Help & Support' page at [business.bankofscotland.co.uk/complaint](https://business.bankofscotland.co.uk/complaint)

### Find out more

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 **Speak to your relationship team**

 **Go to [bankofscotland.co.uk/business](https://business.bankofscotland.co.uk/business)**

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

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