

Corporate Online Conditions.

Reference Document.

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Introduction.

Section 1 of this document contains definitions which apply throughout these Conditions. Section 2 contains certain "General Conditions", and section 3 contains certain "Special Conditions", all of which apply to use of Corporate Online.

Section 1: Definitions and Interpretation.

1 Definitions

1.1 We use the following defined terms throughout these conditions.

Account means any account (whether in single or joint names) maintained on Your behalf by Us which We say, from time to time, may be accessed, viewed or operated through the Service.

Account Terms means the “agreement” as defined in the conditions governing each Account maintained on Your behalf by Us.

Agreement means Your agreement with Us in relation to use of the Service, as amended from time to time. This is made up of:

- a) Your application form for the Service and the general signing authorities granted to Us;
- b) these Conditions;
- c) the Account Terms;
- d) the PKI Customer Agreement (if applicable);
- e) the Tariff; and
- f) any other contractual documentation relating to the Service that You and We agree, from time to time, shall form part of the agreement between You and Us.

Business Day means a day when banks are open for business in London which is not a Saturday or Sunday. A Business Day ends at 6:00 p.m.

Conditions means the Definitions, General Conditions and Special Conditions, as updated from time to time.

Definitions means the terms defined in section 1.

Digital Identification Service has the meaning given to it in the PKI Customer Agreement.

General Conditions means the conditions in section 2.

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

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

Lloyds Banking Group means Lloyds Banking Group plc, registered in Scotland number SC095000 and having its registered office at the Mound, Edinburgh, EH1 1YZ, and any direct or indirect subsidiary or holding company (as defined in the Companies Act 2006) and any direct or indirect subsidiary of any such holding company.

Micro-enterprise means any enterprise, or group of enterprises of which it forms part, which at the time you enter into this Agreement employs fewer than 10 persons and has an annual turnover (or balance sheet) of less than €2 million (or its equivalent).

Offshore Account means an Account held with Us in Jersey or the Isle of Man.

Online Payment Service means the functions of the Service which permit Type 2 Users to access Your Accounts and give User Instructions (including instructions to make or receive payments by CHAPS, BACS or S.W.I.F.T.), and any related or additional functionality that We make available from time to time.

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

Payee means a party to whom You make a payment.

Payment Instruction means a User Instruction to effect a Payment Transaction.

Payment Receipt means a Payment Transaction resulting in the receipt of funds into an Account.

Payment Transaction means the placing of funds in, or the transfer or withdrawal of funds from, an Account through the Service.

PKI Customer Agreement means an agreement between You and Us relating to the access and use by You of the Digital Identification Service. A copy of it can be found at www.corporateonline.co.uk/bos/pki or such other address as We may specify, from time to time.

Proprietary Information means any document, material or information supplied by Us or on Our behalf to You or the Users in connection with the Service, including the Security Device or Security Information.

Security Device means any device issued by Us or on Our behalf (for example, a smartcard or token) to enable You or a User to access the Service.

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

Security Procedures means the security procedures and confidentiality arrangements that You must observe as detailed in:

- a) Condition 5; and
- b) Conditions 19.1, 19.3 and 19.4; and
- c) in the case of a Type 2 User and a System Administrator, Condition 19.5 and the PKI Customer Agreement, which, in all cases, may be updated by Us from time to time.

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

Special Conditions means the conditions in section 3.

System Administrator means each person You have told Us is to be a system administrator.

Tariff means Our tariff of charges, from time to time, relating to Your use of the Service.

Type 1 User means a person appointed and authorised on Your behalf by a System Administrator to access the Online Viewing Service and, if applicable, to create but not authorise instructions or requests through the Online Payment Service which would otherwise be User Instructions.

Type 2 User means a person appointed and authorised on Your behalf by a System Administrator to access and use the Online Viewing Service and the Online Payment Service (including, where applicable, the authority to authorise Payment Instructions).

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

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

- a) on Your behalf; or
- b) subject to Condition 18.3:
 - i) on behalf of another member of Your corporate group; or
 - ii) on behalf of any person or entity connected with You.

We, Our and Us means Bank of Scotland plc, registered in Scotland number SC327000, with registered and head office at The Mound, Edinburgh, EH1 1YZ, and its successors and assigns.

Website means the website that We notify to You, from time to time, which may be used to access the Service and to provide information.

You and Your means the person who applied to use the Service and who has entered into the Agreement with Us.

2 Interpretation

- 2.1 References to the singular shall include the plural and vice versa.
- 2.2 Any reference to any legislation includes any rule or regulation made under it and any changes made to them.
- 2.3 A reference to any agreement, document or website page shall be a reference to such agreement, document or page, as updated from time to time.

Section 2: General Conditions.

3 Access and Use

- 3.1 You must not let anyone other than a User access and use the Service on Your behalf.
- 3.2 Subject to the Agreement, We will:
 - a) make the Service available to You and Users;
 - b) provide Users with the Help Service (although We may sometimes have to suspend or vary the availability of the Help Service); and
 - c) take precautions, in accordance with security practices normally implemented by banks in the United Kingdom, to keep Your and each User's personal data confidential and accessible only to You and such Users and Our employees or agents or subcontractors who are engaged in communicating through and maintaining the Service.
- 3.3 The provisions of Conditions 17 and 18 also apply.
- 3.4 You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.

4 Charges

- 4.1 We may charge You for use of the Service. Our charges are set out in the Tariff. Details of Our current charges are available by visiting Our Website. These charges will be in addition to any charges in respect of the Accounts.
- 4.2 Subject to Condition 13.6, We may change the amounts We charge You, make new or different charges, and change the way that You have to pay the charges.
- 4.3 We will confirm the charge for any ancillary service when You ask to use it.

5 Security

- 5.1 You are responsible for ensuring that You and all Users comply with the Security Procedures.
- 5.2 You acknowledge and agree that You owe a duty of care to Us to ensure the competency, honesty, integrity and suitability of any Users and to ensure that, in addition to You and Us, the Security Information and Security Procedures are known only to the relevant Users.
- 5.3 You agree to adopt, operate, and maintain effective security and confidentiality measures in relation to Your and Your Users' use of the Service, including taking all reasonable precautions to prevent unauthorised use of the Service and ensuring that all Security Information and Security Devices are kept under secure conditions and not disclosed or made available to anyone else, and that all Users access the Service in a secure manner.
- 5.4 From time to time, We may notify You of additional security requirements. You must ensure that You and each User promptly complies with these requirements.

- 5.5 You must ensure that no-one leaves any computer or other device connected to the Service unattended or allows it to be used by anyone else.
- 5.6 You must ensure that any computer or other device through which You or Users access the Service is free from any computer viruses, Trojans and malware, and is protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 5.7 You must ensure that Your System Administrator takes all necessary steps to cancel the access rights of the User affected and thereafter contact Us immediately by telephone (Our contact details are available on Our Website) if You, any User or, if appropriate, anyone else employed by or connected to You know, or believe that:
 - a) any part of anyone's Security Information has been, is or may be lost, stolen, misused, or known to someone else;
 - b) a Security Device has been lost or stolen or anything has been done or tried to be done to compromise its security;
 - c) anyone is, or may be, accessing or using the Service without appropriate authorisation, misusing the Service, or breaching confidentiality; or
 - d) any fraud is being or may be committed involving the Service, and You must also take any action that We specify to prevent such unauthorised use or to deal with these security issues.
- 5.8 The provisions of Condition 19 will apply.

6 Processing data

- 6.1 You acknowledge and agree on Your part and on behalf of Your Users that persons involved in providing or maintaining the Service may have access to Your data and personal data of Your Users for such purposes, but We agree that such persons will only have access if they are bound by confidentiality obligations no less onerous than those which We owe You in respect of such data, and otherwise in accordance with Our privacy policy in force from time to time.
- 6.2 You acknowledge and agree on Your part and on behalf of Your Users that in order to make a SWIFT payment, personal information relating to individuals named in the Payment Instruction may be processed for the purposes of:
 - a) complying with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations; and
 - b) fighting crime and terrorism, and may be disclosed to any government entity, regulatory authority or to any other person We reasonably think necessary for those purposes. This may mean that personal information will be transferred outside of the European Economic Area to countries which do not provide the same level of data protection as the United Kingdom.

- 6.3 If You are an Offshore Account holder You acknowledge that Your data may be held and processed in the United Kingdom. The holding of such information in the United Kingdom may cause it to be subject to the powers of the United Kingdom authorities in addition to those of the jurisdiction in which Your Account is held.

7 Your further obligations

- 7.1 You will, when permitting Your Users to use and operate the Service, ensure that such use is strictly subject to and compliant with the Agreement.
- 7.2 You are responsible for and will, at Your sole risk and expense, arrange access to the Service using the internet or any other method of communication approved by Us.
- 7.3 The Service is designed to be accessed by particular internet browsers. We will tell You what these are, from time to time. The Help Service will only be able to seek to assist You if You are using one of these internet browsers.
- 7.4 You must comply with the specifications and other requirements We notify to You from time to time.
- 7.5 You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.
- 7.6 You must telephone Us immediately if You become aware of or suspect:
- any failure of any part of the Service;
 - any error in any part of the Service;
 - any programming error or defect or corruption of any part of the Service; and promptly use Your best endeavours to assist Us in implementing any remedial steps We propose.

8 Account information available using the service

- 8.1 You acknowledge that any Account or other information available using the Service is for reference purposes only and should not be relied upon as representing the accurate, complete or up to date position at any particular time. The timing of processing of a transaction may vary depending on whether that transaction is processed manually or electronically, and some transactions will appear immediately while others will appear on the next Business Day. Similarly, items showing on an Account on the Service may not have been checked for validity or approved for payment and may not be credited or debited to the Account on the subsequent completion of Our checking procedures.
- 8.2 We will use reasonable endeavours to ensure that all Account information available through the Service is regularly updated and is accurate.
- 8.3 The records We maintain of instructions and authorisations received, and payments or transactions that We, You or Users complete will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, payments and transactions.

9 Confidentiality and ownership of information

- 9.1 You and the Users must keep the Proprietary Information confidential.
- 9.2 You agree that the Intellectual Property will at all times remain vested in Us and Our licensors. You and the Users will take all reasonable steps to protect the Proprietary Information and the Intellectual Property and will notify Us if You become aware of any actual or potential infringement of the Intellectual Property.

- 9.3 You acknowledge that neither You nor the Users own or claim any right in the Proprietary Information or the Intellectual Property.
- 9.4 You and the Users must not use the Intellectual Property or the Proprietary Information except in the proper use of the Service, and must not take copies, sell, assign, lease, sub-licence or otherwise transfer them to anyone else.

10 Disclaimers regarding the service

- 10.1 You acknowledge that We do not warrant that:
- the use of the Service will meet Your general or any particular requirements; or
 - the Service will be available or accessible or that its availability will be uninterrupted or error free.
- 10.2 You acknowledge that the internet is a public system over which We have no control.
- 10.3 If You are acting for the purposes of Your trade, business or profession then, except as expressly set out in the Agreement, all warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the Service or otherwise are excluded.

11 Liability

- 11.1 Subject to any terms implied by law or by the rules of any regulatory body which cannot be excluded and except where We have liability under the Account Terms, We will not be liable in contract, tort, delict or in any other way for:
- fraud by You or any User;
 - any loss incurred or damage suffered by You as a result of Account information not being accurate, complete or up to date, or by Your reliance on it;
 - any failure by You to use or to ensure the use of the Service in accordance with the Agreement and any other instructions provided by Us from time to time;
 - loss of profits, business, contracts, opportunity, anticipated savings, goodwill or revenue;
 - loss or corruption of data; or
 - any indirect or consequential loss.
- 11.2 Nothing in the Agreement will limit Our liability to You for Our fraud or for death or personal injury resulting from Our negligence or that of Our employees or subcontractors.
- 11.3 Our maximum aggregate liability to You, whether in contract, tort, delict or in any other way in connection with Your use of, access to or reliance on the Service, will be as follows:
- where We are liable under the Account Terms, the financial limits applicable to that liability (if any) will be as detailed in the Account Terms; and
 - in relation to any circumstances falling outside Condition 11.3(a), our liability will be limited to 50,000 GBP.
- 11.4 This Condition 11.4 applies if you are a Micro-enterprise. Subject to Condition 11.5, if any part of the Security Device or Security Information is lost, stolen or misused by someone without Your permission or in an unauthorised way, or if the Security Information becomes known to someone else, You may, for each instance of any such loss, theft or misuse, have to pay up to 35 GBP to Us arising from an unauthorised Payment Transaction. We won't hold you responsible

up to the GBP 35 limit if you could not have known about the loss, theft or misappropriation of the Security Device or Security Information before the unauthorised transaction occurred (unless you acted fraudulently) or if the loss was caused by our employees, agents or branches or any business which provides services to us.

- 11.5 This Condition 11.5 applies if you are a Micro-enterprise. Where We can show that You have acted fraudulently, You will be liable to Us for all losses incurred in respect of any unauthorised Payment Transaction. You will also be liable, up to the date that You notify Us in accordance with Condition 5.7, for all losses where, either deliberately or due to Your gross negligence, You allowed someone else to make unauthorised use of the Security Device or Security Information or to access the Service or You have not used reasonable care to protect the Security Device or Security Information.
- 11.6 Subject to the limitations set out in Conditions 11.2, 11.3, 11.4 and 11.5 and except where We are liable under the Account Terms, You will be liable to Us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) which We may incur or suffer arising, directly or indirectly, from any access or use by You or any User of the Service or any breach of the Agreement.
- 11.7 Subject to any terms implied by law, or by the rules of any regulatory body which cannot be excluded, We will not be liable in contract, tort, delict or otherwise in any way for loss arising due to abnormal and unforeseeable circumstances beyond Our control, leading to consequences which would be unavoidable despite all efforts to the contrary.
- 11.8 Where Your use of the Services requires You to download any third party software, the use of that software may be subject to Your acceptance of third party licence terms specific to that product. Where You agree to enter into a third party licence of that kind, it will confirm Your rights and liabilities in relation to use of the software concerned and You must be aware that those rights and liabilities will be unaffected by the terms of this Agreement.
- Similarly, We do not warrant that any third party software is suitable for use with Your computer system and We will accept no liability for any problems with Your system that may arise as a result.
- 11.9 You must notify us by telephone or in writing as soon as possible after you become aware of any unauthorised transaction on your Account, and at the latest within 13 months of when the payment left or should have left your Account (as applicable), otherwise we may not be liable to you.
- 11.10 The provisions of this clause 11.1 shall apply if you are a Micro-enterprise.

11.10.1 Where we are liable for an unauthorised transaction on your Account and subject to you complying with the security obligations that we have notified to you relating to the relevant Security Device or Security Information (including the security obligations set out in this Agreement), we will refund to your Account the amount of the transaction and any interest and charges directly incurred on the Account as a result of the transaction and pay you any interest you have missed out on so that it is as if the unauthorised transaction had not taken place. Beyond this we will have no further liability for an unauthorised transaction.

11.10.2 When we are assessing whether a payment transaction was authorised by you we cannot necessarily treat the use of your Security Device or Security Information as sufficient evidence of such authorisation, although this is one of the factors that we will take into consideration.

11.11 Clause 11.10 shall not apply if you are not a Micro-enterprise. Instead this Clause 11.11 shall apply and the provisions of the Payment Services Regulations 2017 that deal with unauthorised transactions shall be disapplied and replaced as provided for herein.

11.11.1 Where you have told us that there has been an unauthorised transaction on your Account you will be liable for such transactions unless we are reasonably satisfied that the transaction was unauthorised. If the transaction was unauthorised and subject to you complying with any security obligations that we have notified to you relating to the relevant Security Device or Security Information (including the security obligations set out in this Agreement), we will refund to your Account the amount of the transaction and any interest and charges directly incurred on the Account as a result of the transaction and pay you any interest you have missed out on so that it is as if the unauthorised transaction had not taken place. Beyond this we will have no further liability to you for an unauthorised transaction.

11.11.2 When we are assessing whether a payment transaction was authorised by you, we can treat the use of your Security Device or Security Information as sufficient evidence to show that the payment was authorised by you or that you may have acted fraudulently or that you may have intentionally or with gross negligence failed to:

- a) take all reasonable steps to keep your Security Device or Security Information safe; or
- b) use your Security Device or Security Information in accordance with this Agreement.

12 Termination

- 12.1 We will continue to provide the Service until the Agreement is terminated by either You or Us.
- 12.2 You may terminate the Agreement at any time by giving to Us not less than 28 days' prior written notice.
- 12.3 We may terminate the Agreement at any time by giving You not less than two months' prior written notice.
- 12.4 If You become aware of any of the following events or circumstances occurring or You believe they will occur, You must notify Us immediately:
- a) You become unable to pay Your debts (within the meaning of section 123 of the Insolvency Act 1986), admit Your inability to pay Your debts or become insolvent;
 - b) a petition is presented, an order made or a resolution passed for Your liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction on terms previously approved by Us), administration, bankruptcy or dissolution;
 - c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to You or over all or any part of Your assets;

- d) You enter into or propose any composition or arrangement concerning Your debts with Your creditors (or any class of Your creditors) generally;
 - e) anything similar to any of the events or circumstances stated in (a) to (d) inclusive above occurs in respect of You in any jurisdiction outside the United Kingdom;
 - f) You breach any of the material terms of the Agreement, or the material terms of any mandate or other agreement or arrangement in place between Us and You; or
 - g) any other event occurs which might adversely affect in a material way Your ability to comply with the Agreement (including any event which might affect any User).
- 12.5 If any of the events or circumstances listed in Condition 12.4 has occurred or We reasonably believe has occurred or will occur, We may terminate the Agreement immediately and cancel access to the Service by You and the Users. We may also terminate this Agreement immediately and cancel access to the Service by You, if We (or another member of the Lloyds Banking Group) may be exposed to action from any government or regulator if we continue to provide the Service.
- 12.6 Termination does not affect any accrued rights, remedies and obligations of the parties. On termination, Conditions 9, 11, 12.5, 12.6, 12.7, 12.8, 13.1, 13.2, 13.9, 13.11, 13.12, 13.18, 13.19, 14 and 15 will continue in full force and effect. Any charges payable in connection with termination will be set out in the Tariff but no charges will be made if You have used the Service for 6 months or more at the time termination takes effect. Any recurring or regular charges will be apportioned at the time of termination and any charges paid in advance will be reimbursed in the relevant proportion.
- 12.7 Termination of this Agreement will not terminate the Account Terms in respect of any individual Account. Details of how to terminate any Account will be set out in the relevant Account Terms.
- 12.8 On termination You will immediately ensure that neither You nor any of Your Users attempts to access or use the Service, and will immediately return to Us all Security Devices and material (whether originals or copies and in whatever medium) relating to the Service.
- c) where there is an overdraft limit attached to any Account held within the Service, You may not be able to repay any debt on such an Account, We may withdraw or suspend the operation of the Service or access to the Service in respect of Security Information or Security Devices that may be or have been compromised.
- 13.4 We will normally notify You in advance (by telephone or if We cannot reach You by telephone, in writing by email or mail), if We propose to withdraw or suspend the Service and tell You the reasons for doing so. Where We have been unable to contact You prior to withdrawing or suspending the Service, We will do so as soon as is practicable. We will be excused from notifying You where it would be unlawful to do so or where reasonable security measures dictate. If We notify You of any suspension, We will tell You how You may arrange for the suspension to be lifted.
- 13.5 If We fail or delay in exercising or applying any term of the Agreement, this does not mean that We have waived that term.
- 13.6 We may modify:
- a) any of these Conditions;
 - b) any aspect of the Service; or
 - c) the charges in the Tariff, at any time, by giving You no less than two months' notice. After that notice period has expired, the modifications will automatically take effect and You will be taken to have accepted the change unless You notify Us before the end of the two month period that You do not agree to the modification.
- 13.7 If You notify Us that You do not accept the modifications notified to You under Condition 13.6 before they come into effect, We will take this as notification that You wish to terminate the Agreement immediately prior to any modification taking effect, unless You tell Us that You want to terminate sooner.
- 13.8 You may at any time request a copy of the Agreement or any part of it.
- 13.9 The Agreement constitutes the entire agreement between Us and You concerning use of the Service. Each Account You may access using the Service will be governed by Account Terms. If there is any inconsistency between the Account Terms and the other parts of this Agreement where such inconsistency relates to matters affecting the operation of the Accounts:

13 General

- 13.1 The Agreement is personal to You and You may not assign, transfer or sub-contract any of Your rights, benefits or obligations under it.
- 13.2 We may assign, novate or transfer any of Our rights and obligations under the Agreement, either wholly or in part, to any other person. You agree that You will promptly execute all documents that We reasonably need in order to make such an assignment, novation or transfer effective.
- 13.3 If, at any time, We know or reasonably believe that:
- a) there has been or may be a breach of the security of the Service;
 - b) there has been or may be an unauthorised or fraudulent use of the Service; or
- a) in relation to the procedures and authorities required for the issuing of User Instructions, these Conditions will prevail; and
 - b) in relation to any other matters including matters relating to the implementation of Payment Instructions and the processing and execution of Payment Transactions, the Account Terms will prevail.
- Each party acknowledges that it does not rely on any other prior agreement, representation or proposal, whether written or oral, all of which are unconditionally excluded and have no effect.
- 13.10 The Service may be used in connection with joint Accounts provided that one of the Account holders has authority to access and use the Account, and such Account holder applies to utilise the Service in accordance with this Agreement.

- 13.11 Where You comprise more than one person or entity, the Agreement will apply to each of You and the liability of each of You to Us will be joint and several.
- 13.12 If any provision of the Agreement is held to be invalid or unenforceable, it will not affect the remaining provisions of the Agreement.
- 13.13 Telephone calls to or from Us, or someone acting on Our behalf, may be recorded and monitored for security purposes, to provide a record of instructions given to Us and as part of Our quality control procedures.
- 13.14 If You have a complaint about the Service, You should contact Us either in writing or by telephone. Details about Our complaints procedures are available on request.
- 13.15 If You are not an Offshore Account holder and are dissatisfied with the way We deal with Your complaint, You may be able to refer this to the Financial Ombudsman Service. Details about the Financial Ombudsman Service are available on request. If You are an Offshore Account holder with an Account held in the Isle of Man and are dissatisfied with the way We deal with Your complaint, You may be able to refer this to the Isle of Man Financial Services Ombudsman Scheme.
- 13.16 Bank of Scotland plc is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Bank of Scotland plc is regulated by the Jersey Financial Services Commission and licensed by the Isle of Man Financial Supervision Commission to take deposits.
- 13.17 The Service and all communications between You and Us will be in English.
- 13.18 If You or a User access the Service from a country outside the United Kingdom, You must ensure that You and the User comply with the laws and regulations of that country.
- 13.19 Only You and We have any rights in, under or in connection with the Agreement.
- e) if sent by post to or from the United Kingdom, ten Business Days after the day of posting, provided that the time of receipt is within usual business hours on a Business Day, otherwise it will be deemed to be received at the beginning of the following Business Day.
- 14.4 If We post a notice for You on Our Website, time of receipt will be the time the notice is uploaded or first becomes viewable by You. It is up to You to check the Website regularly for any notices applicable to You or the Service.
- 14.5 By entering into the Agreement You acknowledge and agree that email is not a reliable or secure method of communication. In the event that any email communication sent by Us is confirmed with a hard copy, the hard copy version will prevail over the email version where there is inconsistency. If any statement or other information concerning Your Account is downloaded using the Service which is confirmed with a hard copy provided to You by Us, the hard copy will prevail to the extent of any inconsistencies (for example, to allow for reconciliations in account entries as envisaged by Condition 8).
- 14.6 It is Your responsibility to notify Us of any change in Your or a User's contact details.

15 Law

The Agreement is governed by and construed according to English law and You submit to the exclusive jurisdiction of the English courts, unless You are resident in, Your registered office is situated in, or Your central management and control is exercised from Scotland, in which case the Agreement will be governed by and construed according to Scottish law and You submit to the exclusive jurisdiction of the Scottish courts.

16 Cancellation

- 14.1 Unless specifically stated otherwise, all notices given by You to Us under the Agreement must be in writing and should be sent to Group Digital, 3rd Floor, Port Hamilton, 69 Morrison Street, Edinburgh EH3 8BW (or such other address as We may notify to You from time to time) by hand delivery, special delivery or first class post. We will not be deemed to have received notice from You unless We actually receive it.
- 14.2 We may give notice to You in any form We consider appropriate to ensure receipt by You, including in writing and by posting notices on Our Website.
- 14.3 Any notice given by Us to You will be deemed to be served:
- if delivered by hand, at the time and date of delivery;
 - if delivered by email, at the time of delivery as evidenced by the relevant mail server log;
 - if sent by special delivery or first class post from within the United Kingdom, two Business Days after the day of posting;
 - if sent by any other form of post from within the United Kingdom, five Business Days after the day of posting; or
- 16.1 If within 14 days of being given access to the Service, You decide that You no longer want to have access to the Service, We will help You switch to another service with Us, or if You prefer, You may terminate the Agreement and the Service.
- 16.2 The cancellation period in Condition 16.1 begins on the date that the Service is made available to You.
- 16.3 To cancel the Service, You must send a written notice to the address specified in Condition 14.1 within the period specified in Condition 16.2.
- 16.4 If We cancel the Service, this will not affect Your Accounts unless You cancel or close the Accounts separately. If at Your request, We have supplied You with access to the Services before You cancel the Service, You will have to pay any charges levied in respect of those Services.
- 16.5 If You do not cancel the Service, You will remain bound by the terms of the Agreement until You terminate the Service in accordance with these Conditions.

Section 3: Special Conditions.

17 Access and Use: Special Conditions

- 17.1 We may stipulate, from time to time, the minimum number of System Administrators that You must have. We recommend that You have more than one System Administrator at any one time. If You are a sole trader or other entity where We are satisfied that the appointment of two System Administrators would be impractical, We may permit the appointment of a single System Administrator.
- 17.2 If You want to access and use the Online Payment Service, Your System Administrators must also be appointed as "nominated representatives" under the PKI Customer Agreement.
- 17.3 A System Administrator will be taken as acting on Your behalf in relation to any matter concerning the Service. In particular, a System Administrator has the following authority:
- to nominate and authorise Users;
 - to set such limits on the use of the Service by each User as the System Administrator determines;
 - to issue, amend, cancel or re-issue a User's Security Device or Security Information;
 - to monitor each User's access to and use of the Service in accordance with Our directions to You; and
 - to carry out any other functions or to have any other rights as We may permit from time to time.
- 17.4 We may, from time to time, stipulate if more than one System Administrator needs to authorise something.
- 17.5 We are entitled to accept the System Administrator's nominations of each User and the use and access by and instructions in respect of the Service of any User without any further enquiry or verification.
- 17.6 A User must be either You or an individual engaged under a contract of employment or a contract for services by You, a member of Your corporate group or any person or entity connected with You. We may ask You for evidence to confirm the relationship between You and any User. If the relationship between You and a User comes to an end (which may include termination of the contract of employment or services or the death of a User), You must immediately notify Us and We will cancel the Security Device and Security Information of that User in order to terminate the User's access to and use of the Service. Subject to Condition 17.1, if such person is a System Administrator and the number of System Administrators will fall below two, You must promptly:
- appoint a new System Administrator;
 - provide Us in writing with the new System Administrator's details; and
 - ensure that the new System Administrator signs a declaration concerning use of the Service and Our use of data relating to them, in a form required by Us.

- 17.7 In the event that You are an individual, on Your death We will normally cancel access to the Service and terminate this Agreement unless alternative arrangements are made with Your personal representatives. In the event the Service is used in conjunction with a joint Account, We shall also cancel access to the Service and terminate this Agreement on Your death or the death of the relevant User or System Administrator, unless the other Account holder is authorised to use the Service.
- 17.8 A Type 2 User must also qualify and be appointed as an "authorised user" in accordance with the terms of the PKI Customer Agreement.

18 User Instructions: Special Conditions

- 18.1 You authorise Us to act on all User Instructions received by Us provided that the User Instructions are, or appear to be, given by a Type 2 User using the correct Security Information.
- 18.2 The use of the Service to execute a Payment Instruction or a series of Payment Instructions is only permitted where the Payment Instruction is given, or appears to have been given, using the Type 2 User's Security Device and Security Information and in accordance with the Security Procedures. Any revocation of Payment Instructions permitted in accordance with Condition 18.5 must also be given using the same procedures.
- 18.3 We are authorised to act on a User Instruction in connection with another member of Your corporate group or any person or entity connected with You, if that member, other person or entity has completed and submitted to Us an appropriate application, which has been accepted by Us.
- 18.4 Before executing a User Instruction, We will provide You on the Website details of:
- the latest effective time for any intended Payment Transaction;
 - the applicable charges;
 - the details of any information/unique identifiers which must be included to effect a Payment Instruction.
- 18.5 Once issued, User Instructions may not be revoked or withdrawn after receipt by Us and may be acted upon by Us except where revocation is permitted under the Account Terms. In any other case, We do not have to act on any request from a Type 2 User to cancel or amend a User Instruction. We may charge if a User Instruction is revoked.
- 18.6 You agree that if We consider that We are justified in doing so, We can refuse to carry out a User Instruction. This applies to any User Instruction which:
- We consider is ambiguous, suspicious, unclear, impossible to, or we are unable to, effect;
 - is unlawful;

- c) would exceed any previously agreed spending limit that We apply for You in relation to CHAPS or SWIFT payments; or
 - d) would exceed the available funds in, or result in an unauthorised overdraft on, the relevant Account or, subject to any agreed set-off arrangement, across all of Your Accounts.
- 18.7 If We propose to refuse to execute a User Instruction, We will seek to notify or make this information available to You as soon as possible, but in any event by no later than (i) the Business Day after the time of receipt of the User Instruction in respect of Payment Transactions made in either Euro or Sterling within the EEA and (ii) the fourth Business Day after the time of receipt of the User Instruction in respect of Payment Transactions in any other EEA currency within the EEA. For payments outside the EEA and/or non-EEA currencies different timescales will apply. We may do this by a screen message, an email or by telephone. We will where it is reasonable or we are required to do so give You or make available to You the reason for the refusal. We will, however, be excused from notifying You, where it would be unlawful to do so.
- 18.8 When We notify You, We will advise You of any errors or omissions that must be rectified to allow the User Instruction to proceed. We may charge You for any notification under this Condition 18.8.
- 18.9 Where You have failed to provide Us with correct details of the account to which a Payment Instruction is directed as required by Condition 18.4, We will make reasonable efforts to recover any misplaced funds but may charge You for such recovery. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.
- 18.10 We may, from time to time, apply limits to User Instructions, in relation to amounts individually, in aggregate or on other criteria. Limits will come into effect immediately after We apply them. We will notify You as soon as practicable. We are not obliged to apply limits or otherwise restrict the authority of a System Administrator or any Type 2 User.
- 18.11 You may request that a Payment Transaction is carried out in a currency other than Sterling. Any such transaction will be governed by the Account Terms relating to the Account from which the payment is to be made.
- 18.12 Further terms regarding the authentication of Payment Instructions and the processing and execution of Payment Transactions are set out in the Account Terms.
- 18.13 Where You are not a micro-enterprise you agree that in terms of Article 45(1) and 52(3) of the Payment Services Regulations, Article 3b of Regulation (EC) No 924/2009 (as amended by Regulation (EU) 2019/518) shall not apply in relation to this Agreement in terms of credit transfers in a UK/European Economic Area (EEA) currency within the UK/EEA involving a currency conversion.

19 Security: Special Conditions

- 19.1 To enable You to use the Service We will, from time to time, notify You and Users of relevant Security Information and provide any required Security Device.
- 19.2 The Security Procedures differ depending on what part of the Service a particular User has access to and wishes to use on Your behalf. Condition 19.5 applies only to Type 2 Users and System Administrators.
- 19.3 The System Administrator will issue each User with a Security Device to enable that User to access the Service. Each User will also require separate Security Information (either issued to, or created by, a User) which will be used by Us to identify that User when accessing the Online Viewing Service.
- 19.4 In relation to each User's Security Information:
- a) You will be responsible for ensuring that each User's Security Information is kept secret. The only exceptions to this obligation are:
 - i) each time any User accesses the Service, the User must input the Security Information when prompted to do so by the Service access procedures; and
 - ii) each time a User first uses new Security Information, the User must reveal it on the Service in accordance with the Service access procedures;
 - b) You must ensure that no User records Security Information in a way which is recognisable as Security Information. If We provide Security Information to You or any User in written form, You or the User must ensure that promptly following receipt, it is read and destroyed;
 - c) Security Information number combinations must not be easily guessed (avoiding, for example, consecutive numbers, repeat digits, birthdays). You must ensure that a random combination of numbers or letters or a combination of both are used; and
 - d) if You or any User discover that Security Information is or may be known to any other person, You must ensure that Your System Administrator takes all necessary steps to cancel the access rights of the User affected and thereafter You must telephone us immediately. We may suspend access to the Service using that Security Information until new Security Information has been issued, or until We are satisfied with Your ongoing security arrangements for use of the Service.
- 19.5 The PKI Customer Agreement sets out the conditions by which You may issue User Instructions using the Digital Identification Service. Type 2 Users and System Administrators must also qualify and be appointed as "Authorised Users" for the purposes of the PKI Customer Agreement. The PKI Customer Agreement outlines important provisions concerning the Security Procedures and Security Information. To ensure that the Service is not accessible by unauthorised persons, it is essential that the Security Procedures set out in the PKI Customer Agreement are complied with at all times. You must comply, and must ensure all Your Type 2 Users and System Administrators, comply with the PKI Customer Agreement and the Agreement.

Our Service Promise.

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published at business.bankofscotland.co.uk/business-home/contact-us

business.bankofscotland.co.uk/business-home

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

If you have a hearing or speech impairment you can use Text Relay (previously Typetalk).

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(Please note that due to the schemes' eligibility criteria not all Bank of Scotland business customers will be covered by these schemes.)