

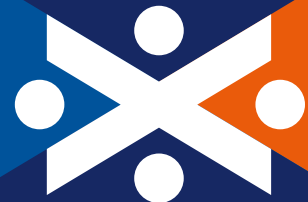
COMMERCIAL BANKING

Core Banking Agreement



Commercial Banking Online

Product & Services
Terms & Conditions



**BANK OF
SCOTLAND**

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Core Banking Agreement
("The Agreement") contains
terms, conditions and
important information that
apply to certain of our
products and services.
Those products and services
can be identified as they
state in the header
Core Banking Agreement.

Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



Relationship Terms & Conditions

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



Product & Services Terms & Conditions

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



General Information On Payments, Charges & Contacts

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at bankofscotland.co.uk/corebankingagreement or request a copy from your relationship team.

... the date on which these Product & Services Terms & Conditions are deemed to come into effect, as set out in the application form for these Product & Services Terms & Conditions and notwithstanding the date or dates of execution of the application form for these Product & Services Terms & Conditions.

Commission
means the percentage-based commission and/or the margin-based commission, as calculated in accordance with the Pricing Schedule.

... disclosed to it lawfully by the Disclosing Party who did not obtain it (whether directly or indirectly) from the Disclosing Party;

... was in the public domain at the time of receipt by the Receiving Party or subsequently entered into the public domain other than by reason of breach of the Agreement or breach of any obligation of confidence owed by the Receiving Party or its agents or subcontractors to the Disclosing Party; or

... is trivial or obvious, and for the avoidance of doubt the ESITE Service and the ESITE Guide are **Confidential Information**

Consent to Rely
means the optional consent to rely set out in the application form for these Product & Services Terms & Conditions.

Control
has the meaning given to it by section 840 of the Income and Corporation Taxes Act 1988.

Control Account
has the meaning given to it in clause 23.6.

Designated Client Account
means any account held by us in your name and which is designated as holding funds beneficially owned by one or more Clients who are named or otherwise identified in the title of that account.

... the meaning given to it by section 1159 of the Companies Act 2006.

Intellectual Property Rights
means all patents, trade or service marks, registered designs, copyrights, design rights, database rights, rights to extract information from a database, know how or any other industrial or commercial property right whether future or presently existing and any application for the foregoing.

Internal Payment Instruction
means an instruction to transfer money electronically from an Account held in an Account Group to another Account held in the same Account Group or in another Account Group.

ACCOUNT
means any Undesignated Account, Designated Client Account or Client Own Name Account or any other account type identified in writing from

1. Introduction

Information about these Product & Services Terms & Conditions.

- 1.1 You are responsible for complying with the terms and conditions between you and other members of the **Lloyds Banking Group** or other third parties which relate to **Online Products**. You acknowledge and agree that where we permit you to access, view or operate **Accounts** provided by other members of **Lloyds Banking Group** using the **Service**, that we are acting as agent for the **Account** holding bank for those **Online Products** to the extent required to perform the **Service**. The terms and conditions for **Online Products** provided by other members of **Lloyds Banking Group** will continue to apply to you and any **Users** you may authorise to use the **Service**. The terms and conditions relating to **Accounts** held with third parties which are accessed through the **Service** do not form part of these Product & Services Terms & Conditions that apply to the use and provision of the **Service**.

2. Definitions and Interpretation

- 2.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

Account

means any account (whether in single or joint names) which, from time to time, may be accessed, viewed or operated through the **Service** whether that is an account with us, another member of **Lloyds Banking Group** or an account with another third party.

Administrator

means a person (if any) appointed and authorised on your behalf by a **Primary Administrator** whose **Permissions** allow them to access certain specified **Accounts** and **Users**.

Bank of Scotland plc

means the **Bank of Scotland plc**, registered in Scotland with company number of SC327000 and any of its subsidiaries from time to time.

Intellectual Property Rights

means 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.

LBCM plc

Lloyds Bank Corporate Markets plc. Registered Office and principal place of business: 25 Gresham Street, London EC2V 7HN. Incorporated in England and Wales with company number 10399850.

The Jersey branch of Lloyds Bank Corporate Markets plc, principal place of business: 11-12 Esplanade, St. Helier, Jersey JE2 3QA is regulated by the Jersey Financial Services Commission.

The Guernsey branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 136, Sarnia House, Le Truchot, St. Peter Port, Guernsey GY1 4EN is licensed by the Guernsey Financial Services Commission.

The Isle of Man branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ is licensed by the Isle of Man Financial Services Authority.

Lloyds Bank plc

means **Lloyds Bank plc**, registered in England and Wales with registered number 00002065.

Online Payment and Viewing Functions

means the functions of the **Service** as set out in clause 8 which permit **Users** to access your

Accounts, view information about **Accounts** and give **User Instructions** (including instructions to make or receive payments by **CHAPS, Bacs** or **SWIFT**), and any related or additional functionality that we make available from time to time.

Online Product

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

Permissions

means the permissions allocated to each **User** which may include authority to access functions or authorise payments or other authorities in respect of operation of the **Service** allocated to each **User**.

Primary Administrator

means a person appointed and authorised on your behalf whose **Permissions** allow them to access all **Users** and **Online Products** and to have all other powers assignable to that role under the **Service** as authorised by you and approved by us.

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 Device

means any hardware or software or other items issued by us (or by a third party on our behalf) from time to time so that we can identify a **User** before permitting access to and use of the **Service**.

Security Procedures

means use of the **Security Devices** and security information in the way that we determine and confidentiality arrangements that you must observe as detailed in clauses 10 and 14 and which may include information relating to all or any of:

- i. the **Security Device(s)**;
- ii. (any security information including but not limited to user identification names, codes, security cards, **PINs**, passwords or such other security information we may determine is required for use in connection with the **Service** ("**Security Information**");

iii. any procedures; or

iv. such other requirements,

which we may issue to you, amend or notify you of from time to time.

Service

means the online banking service we agree to provide to you under these Product & Services Terms & Conditions from time to time.

Service Equipment

means any equipment supplied by us from time to time which relates to the **Service** including but not limited to software, the **Security Devices** and documentation.

Third Party Provider

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

User

means the **Primary Administrators**, the **Administrators** and any other users who are allocated **Permissions** by either the **Primary Administrators** or the **Administrators**, who have each been registered for access to the **Service**.

User Instruction

means an instruction, authorisation or request (payment or otherwise) given to us through the **Service** by a **User**:

- i. on your behalf; or
- ii. on behalf of another member of your corporate group; or
- iii. on behalf of any person or entity connected with you.



**ONLINE
PRODUCT**

means any Product, Account and/or other product, service or account which we agree you can access, view or operate through the Service.

3. Third Party Providers

- 3.1 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.
- 3.2 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 immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. We won't 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.
- 3.3 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**.

4. Our Obligations

- 4.1 Subject to clause 3.2, we will use reasonable endeavours to make the **Service** available to you and the **Users**, subject always to your compliance with your obligations under these Product & Services Terms & Conditions.
- 4.2 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. We will notify you in advance of such maintenance in so far as is reasonably possible.

5. Charges

- 5.1 Details of any standard charges that apply to the use of the **Service** and the amount of those charges are set out in the charges schedule to these Product & Services Terms & Conditions.
- 5.2 If you fail to pay any charges by the date that they are due, we will be entitled to charge you interest on the outstanding sum at a rate of 8% per annum above the Bank of England bank rate from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.

CHARGES

Details of any standard charges that apply to the use of the Service and the amount of those charges are set out in the charges schedule to these Product & Services Terms & Conditions.

6. Setting Up Users and Allocating Permissions

- 6.1 You shall be responsible for allocating and registering individuals as **Users** of the **Service** and assigning **Users** with appropriate **Permissions**.
- 6.2 You will provide us with all details that we reasonably request in relation to the persons that you wish to nominate as **Primary Administrators** and all other information that we deem appropriate. We shall be entitled to run any checks that we deem fit in respect of such proposed **Primary Administrators** and in respect of other **Users** in order to comply with applicable law and regulations.
- 6.3 The **Primary Administrators** shall be responsible for registering **Administrators** using the functionality made available to do so via the **Service**.
- 6.4 The **Primary Administrators** and the **Administrators** shall be responsible for registering other **Users** and allocating **Permissions** to such other **Users**.
- 6.5 Subject to any appointment made in accordance with clause 6.6, 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 a person or entity connected with you. We may ask you for evidence to confirm the relationship between you and any **User**.
- 6.6 You shall appoint **Primary Administrators** in respect of the **Service** or remove any of them by completing the relevant service registration during the application stage or the relevant request for addition or deletion of a **Primary Administrator** the forms for which we will provide to you and sending the same to us duly authorised by you and the prospective **Primary Administrators** (if applicable) in accordance with such evidence of authority to appoint the relevant person in that role as we may specify from time to time.
- 6.7 Each **Primary Administrator** appointed in accordance with this clause 6 shall submit information to us in order for us to identify them and shall sign a declaration concerning use of the **Service** and our use of data relating to them, in a form required by us.



7. User Instructions

- 7.1 Access to particular functions of the **Service** and the ability to issue **User Instructions** is determined by the **Permissions** allocated to a particular **User**. Notwithstanding this, we have a right to seek verification of the validity of **User Instructions** at any time.
- 7.2 You shall be responsible for ensuring that you allocate a sufficient number of **Users** with appropriate **Permissions** in order to enable **User Instructions** to be issued to us.
- 7.3 We may decline to process or delay processing any **User Instructions** (including but not limited to payment instructions), and we will not have any responsibility to you for any loss or damage that you may suffer as a result, where the persons providing such instructions have not been properly registered by you as **Users** of the **Service**, **Permissions** have not been properly assigned in accordance with this clause 5 or we seek verification of **User Instructions** from you before actioning them.
- 7.4 We are entitled to accept and act upon **User Instructions** without making further enquiries into the purpose for which they were given or any circumstances relating to them provided such **User Instructions** are within the **Permissions** of that **User**. This includes instructions relating to payments made under the **Service**. In relation to instructions to make a payment on a future date or series of recurring payments on future dates, it will be the **Permissions** of that **User** as at the time and date of actual receipt of the instructions and not the date of deemed receipt for the purposes of the section titled "Receipt of your payment instructions" in the Relationship Terms & Conditions. Where you are not a Micro-Enterprise, we are entitled in all circumstances to accept instructions given in accordance with the section titled "Who is authorised to give instructions to us" in the Relationship Terms & Conditions if instructions relating to **Products** are given via the **Service**.
- 7.5 You agree that a **Primary Administrator**, an **Administrator** and other **Users** shall have all the **Permissions** as allocated by you and you shall ensure that all **Users** act in accordance with such **Permissions** and ensure that their access to and use of the **Service** is strictly subject to and compliant with **The Agreement**.



8. Dual Administration Approval

- 7.6 If we agree to undertake certain tasks relating to the set up or operation of the **Service** on your behalf, we shall have no liability to you for any loss, liabilities, costs, claims, damages and expenses as a result of acting in accordance with your instructions.
- 7.7 You must not let anyone other than a **User** access the **Service** on your behalf.
- 7.8 You shall be responsible for the content and accuracy of all **User Instructions** issued by **Users**.
- 7.9 Payment instructions given through the **Service** must be given by **Users** using the **Security Device(s)** provided to each such **User** and in accordance with the **Security Procedures**. The ways in which your consent to execute a payment transaction will be given to us using the **Service** are set out in the **Permissions**. Any withdrawal of consent in relation to a payment instruction which is permitted under the section titled "Providing and withdrawing consent" in the Relationship Terms & Conditions must be given using the same procedures. We are not obliged to execute any payment instruction or revoke any payment instruction where such payment instruction or revocation of payment instruction has not been given by a **User** verified by that **User's Security Device(s)** and in accordance with the **Security Procedures**.
- 7.10 We may, from time to time, apply limits to **User Instructions**, in relation to amounts individually, in aggregate or on other criteria but we are not obliged to do so. Information about limits for particular payment transactions can be found on **Our Website**. In addition, we may apply limits for financial crime prevention or detection purposes. Limits will come into effect immediately after we apply them and we will notify you as soon as practicable.
- 8.1 We shall implement an approval mechanism by which more than one **Primary Administrator** jointly issues the approval of **Users** and the **Permissions** of those **Users** unless:
- 8.1.1 we receive formal advice from you that you are unable to have an approval mechanism by which more than one **Primary Administrator** issues the approval of **Users** and the **Permissions** of those **Users**; and
- 8.1.2 we approve such instructions.
- 8.2 We may, from time to time, require more than one **User** to authorise an instruction via the **Service**.
- 8.3 Using **Permissions**, you may also be able to stipulate the number and type of **Users** required to approve a particular instruction. We will not be obliged to execute any instruction which is not authorised by the relevant number or type of **Users** (as applicable).

▶ DUAL

We may, from time to time, require more than one User to authorise an instruction via the Service.

9. Online Payment and Viewing Functions

- 9.1 We may decide whether to provide you with a specific **Online Product** at our discretion. If we decide that we are unable to provide you with a specific **Online Product**, we will tell you that we are unable to do so but we may not be able to give you a reason. We will not be responsible for any loss or damage that you may suffer as a result of our decision.
- 9.2 The **Online Payment** and viewing functions are provided by us via the **Service** and allow you to view balances and statements of **Accounts** and to transfer funds between **Accounts** in accordance with the **Permissions** allocated to your **Users**.
- 9.3 The cut-off times for the **Online Payment** and viewing functions shall be as set out within the General Information On Payments, Charges & Contacts.
- 9.4 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:
- 9.4.1 the preparation and transmission of input data by those financial institutions; and
 - 9.4.2 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.
- 9.5 We will provide reasonable assistance with a view to expediting arrangements for the availability of such input data.
- 9.6 The **Online Payment** and viewing functions output will take account only of information received by us via the **Online Payment** and viewing functions prior to the commencement of the output.

10. Suspension and Deletions of Users

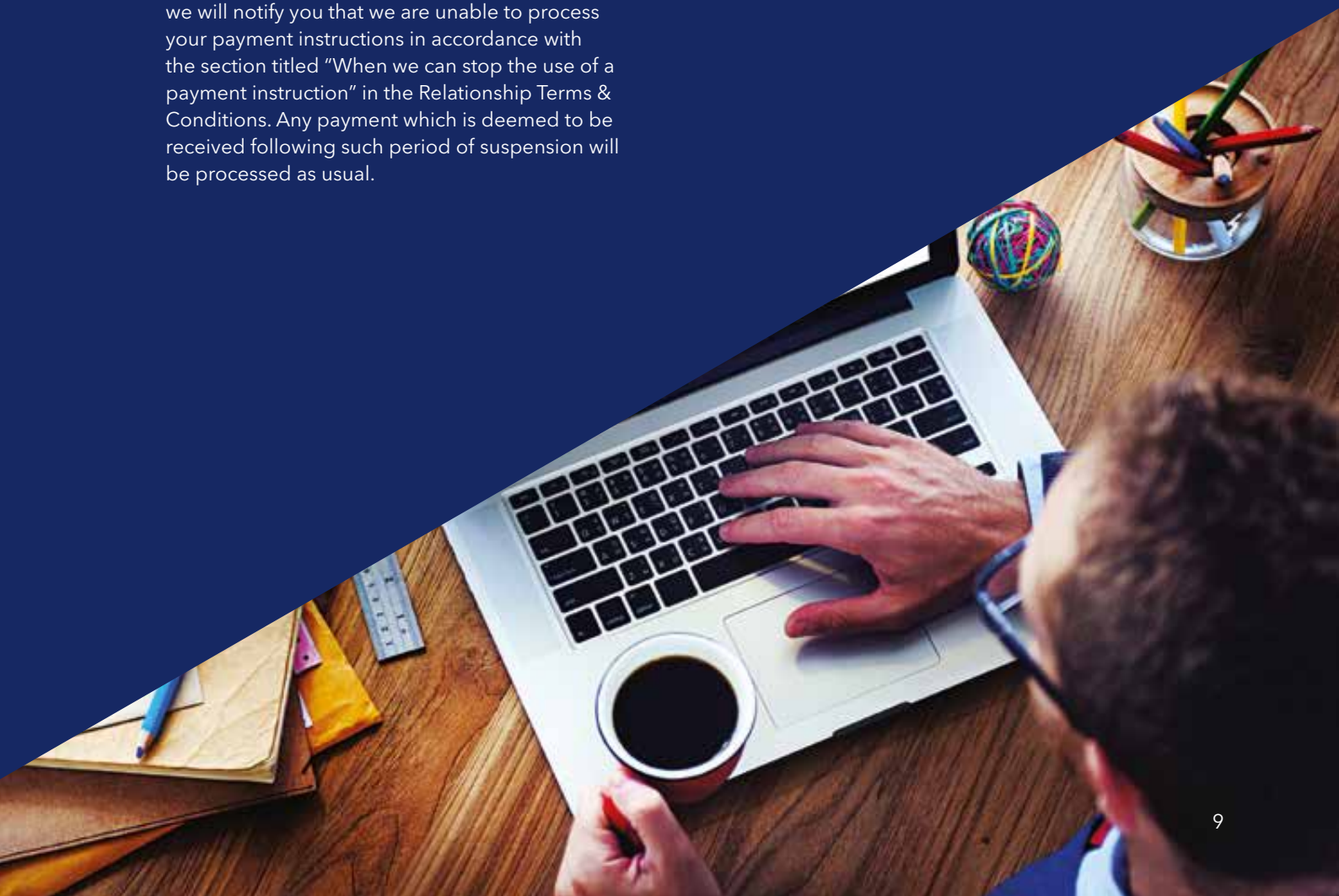
- 10.1 If the relationship between you and a **User** comes to an end (which may include termination of the contract of employment or services or the death of a **User**), or if you require the suspension of a **User**, the **Primary Administrators** shall be responsible for deleting such **User**. If the **Primary Administrator** is unable to delete such **User**, you must immediately notify us. Upon deletion of a **User**, that **User's** access to and use of the **Service** shall automatically be terminated upon such deletion. Subject to clause 7.1, if such person is a **Primary Administrator** and the number of **Primary Administrators** will fall below two, you must promptly:
- 10.1.1 appoint a new **Primary Administrator**;
 - 10.1.2 provide us with the new **Primary Administrator's** details in the format specified by us from time to time; and
 - 10.1.3 ensure that the new **Primary Administrator** signs the declaration referred to in clause 5.7.
- 10.2 In the event that you are a sole trader, on your death we will cancel access to the **Service** and terminate **The Agreement** unless alternative arrangements are made with your personal representatives.
- 10.3 We reserve the right at any time to delete **Users** after a period of non-use of the **Service** as determined by us. We shall give you reasonable notice of such deletion.
- 10.4 We reserve the right at any time to suspend the **Service** or access thereto for such period or periods as we consider appropriate in our absolute discretion by notice to you if:
- 10.4.1 suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the **Service**;
 - 10.4.2 for technical reasons, provision of the **Services** is not possible;
 - 10.4.3 suspension is necessary if there are reasonable grounds to suspect compromise of security or any unauthorised or fraudulent use of the **Service**; or

10.4.4 if you breach any of your obligations hereunder,

and we will not be responsible for any loss or damage that you may suffer as a result of us suspending the **Service**. Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where we suspend the **Service** or access thereto, we shall give reasons in a notice to you. If we are unable to give you prior notice in respect of any of the foregoing we will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail, we shall notify you that the supply of the **Service** has been resumed and shall take such other action as is appropriate in pursuance thereof. 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 such period. This means, for example, 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 such circumstances, we will notify you that we are unable to process your payment instructions in accordance with the section titled "When we can stop the use of a payment instruction" in the Relationship Terms & Conditions. Any payment which is deemed to be received following such period of suspension will be processed as usual.

10.5 Where either we or you suspend or remove a **User's** access, such suspension or removal does not take effect until after that **User** has logged out of the **Service**. We shall not be liable for any actions of that **User** and/or for complying with 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**.

10.6 If you need to discuss the suspension of a **Payment Instrument** with us, details of how to contact us are set out within General Information On Payments, Charges & Contacts.



11. Security

- 11.1 We will, from time to time, specify **Security Procedures** which must be adopted in order to use the **Service**. We may also make changes to these Product & Services Terms & Conditions in accordance with the Relationship Terms & Conditions in connection with changes to the **Security Procedures** or require that you enter into supplemental or separate agreements in respect of such procedures. Changes to **Security Procedures** will not be treated as a change, and, as a result, we will not be required to give two months' written notice of this to you.
- 11.2 You are responsible for ensuring that you and all **Users** comply with the **Security Procedures** including but not limited to section 3.5.1 of the Relationship Terms & Conditions. 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 Procedures** are known only to the relevant **Users**.
- 11.3 You agree to adopt, operate, and maintain our standards for effective security and confidentiality measures in relation to your and your **Users'** use of the **Service** and the **Security Procedures**, including taking all reasonable precautions to prevent unauthorised access to and unauthorised use of the **Service** and/or **Security Procedures** and that no aspect of the **Security Procedures** are disclosed or made available to anyone else, and that all **Users** access the **Service** in a secure manner.
- 11.4 In addition to your obligations relating to security set out in the section titled "Your obligations relating to the security of your accounts and payment Instructions" in the Relationship Terms & Conditions, you must ensure that your **Primary Administrator** takes all necessary steps to cancel or suspend the access rights of the **User** affected and contact us without undue delay if you, any **User** or, if appropriate, anyone else employed by or connected to you know, or believe that:
- 11.4.1 any part of anyone's security details has been, is or may be lost, stolen, misappropriated, misused or known to someone else;
- 11.4.2 a **Security Device** has been lost, stolen, misappropriated, misused or anything has been done or tried to be done to compromise its security;
- 11.4.3 anyone is, or may be, accessing or using the **Service** without appropriate authorisation, misusing the **Service**, or breaching confidentiality; or
- 11.4.4 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.
- You can find information about how to contact us in these circumstances on **Our Website** and via the customer support centre for the **Service**.
- 11.5 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.
- 11.6 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.
- 11.7 We are entitled to log any user out of the service after a period of inactivity, such period to be determined by us from time to time at our discretion. We shall not be responsible for any information lost as a result of the automatic log out.
- 11.8 Our security systems may be used to monitor your use of the **Service** in order to identify unauthorised access.

12. Your Obligations

12.1 You shall and shall procure that all **Users** shall:

- 12.1.1 comply with these Product & Services Terms & Conditions; and
- 12.1.2 ensure that personal and other data provided to us is always properly and accurately maintained, in particular that redundant **User** profiles are promptly removed and that **Users'** contact details, including email addresses, are accurate and up to date.

12.2 You shall not and shall procure that all **Users** shall not:

- 12.2.1 use the **Service** in a way or for a purpose not authorised or intended by us;
- 12.2.2 use the **Service** in contravention of any applicable law or regulation;
- 12.2.3 create or permit to be created any links to or from any website to any part of the **Service** or cause the **Service** to appear in any form (whether by framing or otherwise) other than that presented by us;
- 12.2.4 use the **Service** other than for your business purposes;
- 12.2.5 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; or
- 12.2.6 use the **Service Equipment** other than for accessing and using the **Service**, use email or other communication with us in an offensive manner by the use of abusive, foul or derogatory language or otherwise.

12.3 You acknowledge that access to the **Service** from certain countries of the world may result in the breach of local laws and regulations, in particular those relating to the import and export of the **Service Equipment**. When accessing and using the **Service** it is your responsibility to ensure that you and your **Users** comply with all applicable laws and regulations and you shall not do or permit to be done anything in connection with the access or use of the **Service** which is or is reasonably likely to result in a breach by us of any applicable laws or regulations. We reserve the right at any time by notice in writing without liability to prohibit the use of the **Service Equipment** in any country of the world if in our absolute discretion, we consider that you, us or the **Service** may be jeopardised thereby.

12.4 We may modify the **Service Equipment** or supply replacements for all or any part thereof for use by you hereunder at any time and you shall use such modified or replaced **Service Equipment** without delay, so as to continue to comply with your obligations under clause 10.

12.5 The **Service Equipment** includes software proprietary to us and our licensors and may include elements 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 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 receipt of written notice thereof. 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 those (and in the configuration) which have been identified by you or that its use will be uninterrupted or error free.



The Service is designed to be accessed by particular internet browsers. We will tell you what these are from time to time.

13. Technical Requirements for Accessing the Service

- 13.1 Where your access to the **Service** or use of the **Service** 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 these Product & Services Terms & Conditions. 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.
- 13.2 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.
- 13.3 The **Service** is designed to be accessed by particular internet browsers. We will tell you what these are from time to time.
- 13.4 You must comply with the computer, operating software and website browser specifications and other technical requirements we notify to you from time to time in respect of access to the **Service**.
- 13.5 You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.
- 13.6 You must contact us immediately if you become aware of or suspect:
- 13.6.1 any failure of any part of the **Service**;
 - 13.6.2 any error in any part of the **Service**; or
 - 13.6.3 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.
- 13.7 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 **Users** may not be able to use certain features of **Our Website** and the **Service**. We shall not have any responsibility to you for any loss or damage that you may suffer as a result for any inability or delay in your ability to use the **Service** or any functionality of the **Service** (including that relating to **User Instructions** and payments) resulting from cookies being disabled. You can find out more information about the cookies we use by reading the cookies policy on **Our Website**.

14. Account Information Available Using the Service

- 14.1 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.
- 14.2 We will use reasonable endeavours to ensure that all **Account** information available through the **Service** is regularly updated and is accurate.
- 14.3 The records we maintain of instructions and authorisations received, and payments of 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.
- 14.4 We are entitled to notify the **Primary Administrators** of any new **Accounts** which have been opened by you and we may make such **Accounts** available to the **Primary Administrators** for allocation of appropriate **Permissions**.



15. Confidentiality and Ownership of Information

- 15.1 You shall comply with your obligations under the section titled "Confidentiality" in the Relationship Terms & Conditions and for the purposes of these Product & Services Terms & Conditions, the definition of "**Confidential Information**" under the Relationship Terms & Conditions shall include the **Proprietary Information**.
- 15.2 You agree that the **Intellectual Property Rights** 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 Rights** and will notify us if you become aware of any actual or potential infringement of the **Intellectual Property Rights**.
- 15.3 You acknowledge that neither you nor the **Users** own or claim any right in the **Proprietary Information** or the **Intellectual Property Rights**.
- 15.4 You and the **Users** must not use the **Intellectual Property Rights** or the **Proprietary Information** except in the proper access of the **Service** and proper use of the **Service**, and must not take copies, sell, assign, lease, sub-license or otherwise transfer them to anyone else.
- 15.5 Where the **Online Products** comprise **Accounts** provided to you by other members of the **Lloyds Banking Group**, or for the purpose of providing the **Service** pursuant to clause 18.3, we may require the disclosure by other members of the **Lloyds Banking Group** of information relating to you, the **Users** and the relevant **Accounts** (including information stored on their databases). You authorise other members of the **Lloyds Banking Group** to disclose all such information as may be requested by us in pursuance of us providing the **Service** for such **Online Products** or for the purpose of clause 17.3 as applicable.

16. Disclaimers Regarding the Service

- 16.1 You acknowledge that we do not warrant that:
- 16.1.1 the use of the **Service** will meet your general or any particular requirements; or
 - 16.1.2 the **Service** will be available or accessible or that its availability will be uninterrupted or error free.
- 16.2 You acknowledge that the internet is a public system over which we have no control.
- 16.3 If you are acting for the purposes of your trade, business or profession then, except as expressly set out in these Product & Services Terms & Conditions, all warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the **Service** or otherwise are excluded.

17. Liability

- 17.1 Subject to the Relationship Terms & Conditions, we shall have no liability to you under or in connection with these Product & Services Terms & Conditions, whether in contract, tort, negligence delict or in any other way including but not limited to in connection with your use of, access to or reliance on the **Service**. This clause 17.1 is without prejudice to any provisions on liability contained in other Product & Services Terms & Conditions relating to **Online Products**.
- 17.2 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 another part of **The Agreement** we will not be liable in contract, tort, delict or in any other way for:
- 17.2.1 fraud by you or any **User**;
 - 17.2.2 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; or
 - 17.2.3 any failure by you to use or to ensure the use of the **Service** in accordance with these Product & Services Terms & Conditions and any other instructions provided by us from time to time.
- 17.3 You will indemnify 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**.
- 17.4 The exclusions from, and limitations of, liability set out in this clause 17 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.
- 17.5 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way 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. Any limitation on your liability under the section titled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

18. Consequences of Termination

- 18.1 On termination of the **Service** and/or **The Agreement**, clauses 16, 17, 18 and 20 will continue in full force and effect. Any charges payable in connection with termination will be set out within the General Information On Payments, Charges & Contacts.
- 18.2 On termination you will immediately ensure that neither you nor any of your **Users** attempts to access or use the **Service** or any of the related **Products**, and will immediately and at our discretion, either:
- 18.2.1 return to us all **Security Devices** and material (whether originals or copies and in whatever medium) relating to the **Service**; or
 - 18.2.2 confirm that such **Security Devices** and materials have been destroyed.

19. Other terms

- 19.1 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 these Product & Services Terms & Conditions.
- 19.2 If you are a financial institution then in order to support the recommendations of the Financial Action Task Force, applicable law and in pursuance of our policies with respect to money laundering, counter terrorist financing and criminal activity, you shall not, unless otherwise agreed by us (and if so, subject to compliance with such conditions as we may stipulate from time to time) use the **Service** to make any payment in your name when acting as the payment service provider for a third party.
- 19.3 If either **LBCM plc** or **Bank of Scotland plc** has undertaken to supply the **Service** to you, you acknowledge that **Lloyds Bank plc** will fulfil all performance obligations in respect of the **Service** on its behalf and that accordingly all instructions and communications from you and others acting on your behalf in connection with the use of the **Service** must be directed to **Lloyds Bank plc** in the United Kingdom.

▶ BUSINESS DAY

For the purposes of the Relationship Terms & Conditions, Business Days shall not include public or bank holidays.

- 19.4 You agree that your sole contractual relationship in connection with the supply of the **Service** shall be with **LBCM plc** or **Bank of Scotland plc**, as the case may be. Where this is the case, unless the context otherwise requires, references in **The Agreement** to 'the Bank' or 'Lloyds Bank' shall be deemed to be references to **LBCM plc** or **Bank of Scotland plc**, as the case may be.
- 19.5 For the purposes of the section titled "Processing Your Payment Instructions" in the Relationship Terms & Conditions, **Business Days** shall not include public or bank holidays or their equivalent non-working days in other relevant countries to the payment instruction. Where a public or bank holiday is called on short notice in a relevant country reducing the number of **Business Days** ordinarily available in which to make a payment and (before or after that occurs), using the **Service**, you have issued a payment instruction with a specific date for payment to be received, triggering funds to be debited from the payment account in advance calculated by reference to the usual number of **Business Days** required to give effect to that payment instruction, we shall not have any liability in connection with any delay in receipt of that payment on the requested date.
- 19.6 In relation to international payments, it may be necessary for us to settle payments through such payment systems as we may in our sole discretion decide and without notice to you based on payment currency, beneficiary location and payment routing through our correspondent network/scheme.
- 19.7 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 19.8 These Product & Services Terms & Conditions apply to the **Services** provided to you under these Product & Services Terms & Conditions. Subject to clause 19.9 and clause 19.10, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other products or services, whether by electronic or automated facility or otherwise, the provisions of any such separate agreements will apply to those products and services.
- 19.9 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the services provided to you under these Product & Services Terms & Conditions or the Product & Services Terms & Conditions for the **Online Products** supplied by us, these Product & Services Terms & Conditions will take precedence.
- 19.10 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.
- 19.11 Notwithstanding clauses 19.8 and 19.9, in the event of any conflict between these Product & Services Terms & Conditions and any other Product & Services Terms & Conditions applicable to **Online Products** supplied by us, these Product & Services Terms & Conditions shall prevail in respect of:
- the access to such **Online Products**; and
 - the appointment of the **Primary Administrator** and the **Permissions**.

20. Contact Details & Notice

20.1 You can contact us:



by telephone on
0808 202 1390; or



by post at
Commercial Digital,
Port Hamilton,
69 Morrison Street,
Edinburgh EH3 8BW



or by such other contact
methods as we may from time
to time advise you.

20.2 Further contact details are set out within General Information On Payments, Contacts & Charges.

▶ **WEBSITE COPIES**

You can also find a copy of the Relationship Terms & Conditions, the General Information On Payments, Charges & Contacts and each set of Product & Services Terms & Conditions on Our Website.
