COMMERCIAL BANKING

Your Agreement

Product Specific Conditions

# Pay & Collect Online (PCO)

Contains additional terms and conditions for the PCO service you receive from us.

## 1. Meaning of words we use

**Bacs**

Bacs Payment Schemes Limited and/or Vocalink Limited as appropriate (and anyone who succeeds them).

**Bacstel-IP Service**

The service we provide to you if you have a **Service User Number**, which provides a highly secure access channel into **Bacs** using internet technologies and PKI.

**Bacstel-IP Terms**

The terms and conditions relevant to the **Bacstel-IP Service.**

**Business Day**

Mondays to Fridays except public and bank holidays. Most services are available 9am to 5pm but some branches may have shorter opening times.

**Helpdesk**

The helpdesk service relating to the **Service**.

**Intellectual Property Rights**

means all intellectual property rights in any part of the world and includes patents, rights in inventions, registered and unregistered trademarks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs, copyrights, database rights and rights in know-how. These also include rights of a similar or corresponding character and all applications and rights to apply for, or for the protection of any of the intellectual property rights.

**Nominated Account**

The account held with us that we deduct charges from relating to the **Service**. This is the account that you have chosen in your application form for the **Service** or the account you have since agreed with us in writing.

**PCO Administrator**

A person appointed and authorised on your behalf whose **Permissions** allow them to:

- access the **Service**;
- manage the appointment, **Permissions** and removal of all **PCO Users**; and
- have all other powers applicable to that role under the **Service**.

BANK OF SCOTLAND

**PCO Charges Schedule**

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

**PCO Direct Debit Bureau Service**

A managed service (which is part of the **Service**) available to customers that meet certain eligibility criteria to manage the process of collecting direct debits within the rules of the **Bacs** direct debit scheme.

**PCO Non-Signing User**

Each person appointed and authorised on your behalf whose **Permissions** allow them to have all powers applicable to that role under the **Service**, but whose **Permissions** do not allow them to submit **PCO Transmissions**.

**PCO Pay Reference Number**

A unique reference number allocated by us to you to identify you uniquely. You will only have this if you are using the **PCO Pay Service**. If you do not use the **PCO Pay Service**, you will have a **Service User Number**.

**PCO Pay Service**

A managed service available to customers that meet certain eligibility criteria to manage the process of sending direct credits within the rules of the **Bacs** direct credit scheme.

**PCO Pay Terms**

The terms and conditions relevant to the **PCO Pay Service**.

**PCO Signing User**

Each person appointed and authorised on your behalf whose **Permissions** allow them to have all powers applicable to that role under the **Service**, including the power to submit **PCO Transmissions** (providing that person has PKI credentials under the **Bacstel-IP Service**).

**PCO Transmission**

An electronic instruction, message, file or other communication that requires the use of **PKI** credentials to access it or to submit it to **Bacs**.

**PCO User PCO Administrators**, **PCO Signing Users** and **PCO Non-Signing Users**.

**PCO User Instruction**

Any instruction, message, file or communication submitted through the **Service** other than a **PCO Transmission**.

**Permissions**

The permissions allocated to each **PCO User** relating to the operation of the **Service** that may include the authority to access certain functions of the **Service** or to submit **PCO Transmissions**.

**PKI**

A Public Key Infrastructure service. This consists of a certification authority, registration authority and certificate validation authority that in combinations are able to issue, manage and certify digital certificates to enable the authentication and encryption of digital communications.

**Proprietary Information**

Any document, material or information supplied by us, on our behalf or by **Bacs** to you or the **PCO Users** relating to the **Service** and/or the **Security Procedures**.

**Security Device**

Any hardware or other items issued by us (or by a third party on our behalf) so that we can identify a **PCO Signing User**.

**Security Information**

Any security information including user identification names, codes, security cards, personal identification numbers, passwords or such other security information relating to the **Service**.

**Security Procedures**

Use of any **Security Devices** and **Security Information** in the way that we determine and any other requirements we tell you about.

**Service**

The PCO service provided under these Product Specific Conditions.

**Service User Number**

A six-digit number allocated by us to you to identify you uniquely to **Bacs**. If you use the **PCO Pay Service**, you will have a **PCO Pay Reference Number** instead of a **Service User Number**.

**User Guide**

The information that you can find using the support function available through the **Service**.

**Your Agreement**

The name given to the package of documents you need to read to understand your agreement with us relating to the **Service**. This includes:

- the General Conditions;
- the authority you have given to us;
- your application form for the **Service**;
- the Account Charges and Processing Times brochure;
- the **PCO Charges Schedule**;
- the **Bacstel-IP Terms** (if you use the **Bacstel-IP Service** as part of the **Service**);

- the **PCO Pay Terms** (if you use the **PCO Pay Service** as part of the **Service**); and
- the **User Guide**.

It also includes anything else we tell you that you need to read in these Product Specific Conditions to understand **Your Agreement** with us for the **Service** or any other document that we tell you is part of **Your Agreement**.

## 2. What is the Service?

The **Service** enables you to:

- submit **PCO Transmissions** and **PCO User Instructions**;
- get access to information relating to **PCO Transmissions** and **PCO User Instructions**; and
- use any other facilities that we add to the **Service**.

You can find out more information about the functionality, features and processes relating to the **Service** in the **User Guide**.

You will also use the **Bacstel-IP Service** or the **PCO Pay Service** as part of the **Service**:

- The **PCO Pay Service** is the **Bacs** direct credit payment channel for customers who want to make credit payments to a limited number of payees without the need for a **Service User Number**. It has its own terms and conditions called the **PCO Pay Terms**. If you use the **PCO Pay Service**, the **PCO Pay Terms** will apply in addition to these terms.
- The **Bacstel-IP Service** is for customers that have their own **Service User Number**. It has its own terms and conditions called the **Bacstel-IP Terms**. If you use the **Bacstel-IP Service**, the **Bacstel-IP Terms** will apply in addition to these terms.

The processing of any payment instructions contained within **PCO Transmissions** are governed by the **Bacstel-IP Terms** or the **PCO Pay Terms**.

Certain features and functionality are only available on request. If you would like access to those features/functionality, please contact your relationship team.

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

These Product Specific Conditions are just one part of the agreement between you and us relating to the **Service**.

You also need to read:

- The General Conditions
- The authority you have given to us
- Your application form for the **Service**
- The Account Charges and Processing Times brochure
- The **PCO Charges Schedule**
- The **Bacstel-IP Terms** (if you use the **Bacstel-IP Service** as part of the **Service**)
- The **PCO Pay Terms** (if you use the **PCO Pay Service** as part of the **Service**)
- The **User Guide**.

It also includes anything else we tell you that you need to read in these Product Specific Conditions to understand **Your Agreement** with us for the **Service** or any other document that we tell you is part of **Your Agreement.**

## 4. What happens if the documents that make up Your Agreement say different things?

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

Each of our accounts and services have separate terms and conditions that apply to them. The Product Specific Conditions for the accounts and any services we provide will apply in relation to the supply of those accounts and services. If these Product Specific Conditions say one thing, and the Product Specific Conditions for an account or a service say another, these Product Specific Conditions will apply in relation to your use of the **Service**.

However:

- If you use the **PCO Pay Service**, the **PCO Pay Terms** will apply over these ones in relation to the processing of payment instructions.
- If you use the **Bacstel-IP Service**, the **Bacstel-IP Terms** will apply over these ones in relation to the use of **PKI** credentials to submit and receive **PCO Transmissions** and the processing of payment instructions contained within **PCO Transmissions**.

## 5. Are there any conditions that you need to meet to use the Service?

You must:

- hold an account with us;
- be sponsored by us to use the **Bacstel-IP Service** or, if you are using the **PCO Pay Service**, be approved by us to use the **Service**; and
- meet any other eligibility requirements that we apply from time to time.

You confirm at all times that you meet these requirements. If you do not meet these requirements at any time, we can immediately stop providing the **Service** to you or immediately stop any **PCO User's** access to the **Service**.

## 6. Which rules apply to your use of the Service?

You will and you will make sure that all **PCO Users** will:

- comply with **Your Agreement**;
- make sure that personal and other data provided to us is always properly and accurately maintained, in particular that redundant **PCO User** profiles are removed promptly and that **PCO Users**' contact details (including email addresses) are accurate and up to date;
- act in line with applicable laws and regulations;
- have and maintain all licences, permits, registrations, consents and authorisations that are required by applicable law and regulation;
- act in line with any applicable **Security Procedures** including procedures we or **Bacs** have told you about;
- in respect of **PCO Users**, act in line with any **Security Procedures** you tell them about;
- protect any system that we use for the **Service** against fraud;
- not introduce any computer viruses, Trojans, worms, time bombs, malware or any other harmful programs into any system we use for the **Service**; and
- co-operate with us and give us access to all necessary information (such as security access information) so that we are able to make the **Service** available to you.

You will not and you will make sure that all **PCO Users** do not:

- use the **Service** in a way or for a purpose not authorised or intended by us;
- create any links to or from any website to any part of the **Service** or allow anyone to do so;
- cause the **Service** to appear in any form (whether by framing or otherwise) other than that presented by us;
- use the **Service** other than for your business purposes;
- use the **Service** or communicate with us in an unlawful, harmful, threatening, defamatory or offensive way. This includes using abusive, foul or derogatory language.

## 7. Who owns information and intellectual property relating to the Service?

The **Proprietary Information** and **Intellectual Property Rights** are owned by us and our licensors.

You and the **PCO Users** must take all reasonable steps to protect the **Proprietary Information** and the **Intellectual Property Rights**. You must tell us if you become aware of any actual or potential infringement of the **Intellectual Property Rights**.

You and the **PCO Users** do not own or have any rights in the **Proprietary Information** or the **Intellectual Property Rights**.

You and the **PCO Users** must not use the **Intellectual Property Rights** or **Proprietary Information** except when you or the **PCO Users** are accessing and using the **Service**.

You and the **PCO Users** must not take copies, sell, assign, lease, sublicense or otherwise transfer the **Intellectual Property Rights** or **Proprietary Information** to anyone else.

## 8. What will you pay for your use of the Service?

You will pay charges for the **Service**. Unless we have agreed different charges with you, you can find details of those charges in the **PCO Charges Schedule**.

After each month ends, we will send you an invoice for any charges that apply to your use of the **Service** during the previous month.

We will take the charges from your **Nominated Account** in line with the details we set out in the invoice, or in line with any agreement we have made with you.

There will also be other charges that apply if you use the **PCO Pay Service** or the **Bacstel-IP Service**. They both have their own charges schedules.

**9. What do you need to know about setting up the Service?**

You must make sure that:

- all information provided to us relating to your computer equipment and operating systems software is full, accurate and complete at all times;
- you have all computer equipment and operating systems software that is needed for us to set up the **Service**; and
- all relevant equipment and software is operating correctly before the relevant date. This is:
  - the date that we come to set up the **Service** at the agreed location(s);
  - if you are taking the **PCO Direct Debit Bureau Service**, before we telephone you to set up the **Service**; and
  - if you are taking the **PCO Pay Service**, before you are activated.
- If a visit is required and we are not able to set up the **Service** on our first visit because you have not met the requirements set out in these Product Specific Conditions, you will need to pay for any further visits that we need to make to set up the **Service**.
- We cannot guarantee that we will be able to set up the **Service** by a particular date. We will not be responsible to you:
  - for any delay in setting up the **Service**; or
  - if we cannot set up the **Service** because you have not met the requirements set out in these Product Specific Conditions.

**10. How do you set up PCO Users and give them Permissions?**

When you apply for the **Service**, as part of the standard offering, you may have one **Service User Number** assigned to the **Service** and you will be able to choose two individuals as **PCO Signing Users**. Please contact us if you need more **Service User Numbers** or **PCO Signing Users**. You can find the charges for this in the **PCO Charges Schedule**.

You are responsible for choosing **PCO Administrators**. The **PCO Administrators** are responsible for registering **PCO Users** and giving them appropriate **Permissions** using the **Service**. All **PCO Signing Users** will be granted the rights of a **PCO Administrator** (without further authorisation from you) on request via the **Helpdesk**.

You must not let anyone other than a **PCO User** access or use the **Service**.

**11. How many PCO Administrators must you have?**

Unless you are unable to choose more than one **PCO Administrator** (due to the size of your organisation), if the number of **PCO Administrators** goes below two, the remaining **PCO Administrator** must quickly appoint another **PCO Administrator**.

**12. Are there any rules about who you can choose as PCO Users?**

A **PCO User** must be you or an individual who is employed by you or engaged in a contract for services with you, any company that is part of your group or a person or entity connected with you. We may ask you for evidence to confirm the relationship between you and any **PCO User**.

You must give us any details and information that we ask for relating to people you want to choose as **PCO Users**. We may run checks on those people so we can act in line with law and regulation.

You must make sure that all **PCO Users** have appropriate training to use the **Service**.

You must make sure that you only appoint suitable individuals as **PCO Users**.

**13. What do you need to know about PCO Signing Users?**

You must make sure that you have two **PCO Signing Users** appointed at all times.

When you choose **PCO Signing Users**, you must make sure that those individuals have **PKI** credentials assigned to them under the **Bacstel-IP Service**. Where charges apply to the appointment of individuals as **PCO Signing Users**, you will pay those charges even if those **PCO Signing Users** cannot authorise **PCO Transmissions** because they do not have **PKI** credentials.

If you only receive the **PCO Direct Debit Bureau Service** from us, you will not have any **PCO Signing Users**. Any references to **PCO Signing Users** in these Product Specific Conditions will not apply to you. Your **PCO Non-Signing Users** will submit **PCO User Instructions** to us to allow us to prepare and submit **PCO Transmissions** to **Bacs** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc.

If you only receive the **PCO Pay Service** from us, you will not have any **PCO Signing Users** or a **Service User Number**. Any references to **PCO Signing Users** or a **Service User Number** in these Product Specific Conditions will not apply to you. Your **PCO Non-Signing Users** will submit **PCO User Instructions** to us to allow us to prepare and submit **PCO Transmissions** to **Bacs** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc.

**14. How do you remove a PCO User?**

You might need to do this if you no longer employ a **PCO User**, if a **PCO User** dies or if you want to suspend a **PCO User**. The **PCO Administrator** needs to delete the **PCO User**.

Until the **PCO Administrator** deletes the **PCO User**, you will still need to pay any charges that apply to the appointment of that **PCO User**.

If a **PCO Administrator** has any problems deleting a **PCO User**, you must immediately notify the **Helpdesk**.

Once the **PCO User** is deleted and they are logged out of the **Service**, they will not be able to access or use the **Service** anymore.

We can choose to delete **PCO Users** if they do not use the **Service** for a period. We will let you know in advance if we are going to do that.

**15. What do you need to know about PCO User Instructions and PCO Transmissions?**

You choose the **Permissions** that are allocated to **PCO Users**. Whether those **PCO Users** can submit **PCO User Instructions** and **PCO Transmissions** and the functions available to them will depend on which **Permissions** you give to them.

We can always choose to check whether **PCO User Instructions** and/or **PCO Transmissions** are valid.

You must make sure that you appoint enough **PCO Signing Users** and **PCO Non-Signing Users** so that **PCO User Instructions** and **PCO Transmissions** can be submitted to us.

**16. When will we act on PCO User Instructions and/or PCO Transmissions and when can we refuse to process or delay processing them?**

We can accept and act on **PCO User Instructions** and **PCO Transmissions** without asking questions about them, as long as they are within the **Permissions** of the **PCO User** submitting them.

We can refuse to process or delay processing **PCO User Instructions** and/or **PCO Transmissions** if you do not properly register **PCO Users**, do not properly assign **Permissions** to them, or we consider the **PCO User Instructions** and/or **PCO Transmissions** to be unclear or incomplete. We may also seek verification of **PCO User Instructions** and/or **PCO Transmissions** before actioning them. We will not be responsible for any money you lose as a result.

You must make sure that **PCO Users** act in line with the **Permissions**. You must make sure that they act in line with **Your Agreement** when they access and use the **Service**.

You are responsible for the content and accuracy of all **PCO User Instructions** and **PCO Transmissions** submitted by **PCO Users**.

You will indemnify us for all losses, damages, liability, claims, expenses or costs and, where applicable, value added tax (howsoever caused, including if caused by negligence) we suffer or incur as a direct or indirect result of us accepting and acting in accordance with a **PCO User Instruction** and/or a **PCO Transmission**.

If you use the **Bacstel-IP Service**:

- When a **PCO Signing User** uses the **PKI** credentials given to them under the **Bacstel-IP Service** to submit a **PCO Transmission**, you are providing your consent to us and to **Bacs** to process any payment instructions that are contained within that **PCO Transmission**.
- You can find the cut-off time for completing the submission of **PCO Transmissions** to us in the **User Guide**. This is the time by which you need to have submitted a **PCO Transmission** to us, otherwise we will not treat it as received (and begin to process it) until the next **Business Day**.

If you use the **PCO Direct Debit Bureau Service** or the **PCO Pay Service**:

- You consent to us submitting **PCO Transmissions** to **Bacs** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc. You also consent to us retrieving reports relating to the **Service** on your behalf using the **PKI** credentials belonging to Bank of Scotland plc.
- You can find the cut-off time for completing the submission of **PCO User Instructions** to us in the **User Guide**. This is the time by which you need to have submitted a **PCO User Instruction** to us, otherwise we will not treat it as received (and begin to process it) until the next **Business Day**.

You must tell the **Helpdesk** if you will be submitting **PCO User Instructions** or **PCO Transmissions** that will include more than 250,000 transactions per **PCO User Instruction** or **PCO Transmission**.

**17. Will the Service always be available?**

We cannot guarantee that the **Service** will always be available.

For example, the **Service** and the **Bacstel-IP Service** may be unavailable:

- if we need to carry out routine or emergency maintenance (we will tell you before we carry out maintenance when we reasonably can);
- if we cannot provide the **Service** because a network is not available;
- if you or a **PCO User** misuse the **Service** or use it in an inappropriate way;
- if our suppliers/agents misuse the **Service** or use it in an inappropriate way; and/or
- due to problems with your **PCO Administrator**.

**18. When can you use the Helpdesk?**

You can find more information about when the **Helpdesk** is available in the support function on the **Service**. The **Helpdesk** is not always open to provide you with support.

**19. Which rules about security must you follow?**

Each **PCO User** will have separate **Security Information**. We will use this to identify a **PCO User** when they are accessing the **Service**. You must not tell anyone else your **Security Information**. You are responsible for making sure that **PCO Users** do not tell anyone else their **Security Information**.

**PCO Signing Users** will also be given a **Security Device**. You are responsible for ensuring that **Security Devices** are not used by anyone else.

Each **PCO User** must follow **Security Procedures** when accessing the **Service**.

Sometimes we will tell you about additional **Security Procedures** that must be followed when using the **Service**. If we need to make changes to the security related requirements in these Product Specific Conditions, we will tell you in advance. The General Conditions set out more detail about making changes to terms and conditions. Sometimes we may require you to enter into additional or separate agreements relating to **Security Procedures**.

You must act in line with the **Security Procedures** and not tell anyone else about them. You must make sure that **PCO Users** act in line with the **Security Procedures** and do not tell anyone else about them.

You must take all reasonable precautions to:

- prevent unauthorised access to and unauthorised use of the **Service**, **Security Devices**, **Security Information** and/or **Security Procedures**; and
- prevent any aspect of the **Security Information** and/or **Security Procedures** from being disclosed or made available to anyone else.

You must:

- make sure that **PCO Users** do not choose **Security Information** that is easy for someone else to guess;
- make sure that **PCO Users** store all **Security Devices** safely and dispose of any **Security Information** securely and permanently;
- make sure that **PCO Users** protect any **Security Information** by memorising it and destroying any written notice relating to it as soon as possible after receiving it;
- make sure that no-one leaves any computer or other device relating to the **Service** unattended or allows anyone else to access or use it;
- take account of security alerts or updates that we tell you about and make sure that **PCO Users** do the same;
- make sure that **PCO Users** do not access the **Service** when anyone who is not authorised to see information within the **Service** might see it;
- make sure that **PCO Users** change their **Security Information** quickly when we ask them to;
- disable any facility on any computer used to access the **Service** that records or remembers **Security Information** and/or key strokes and make sure that **PCO Users** do the same;
- make sure that any computer or device used to access the **Service** and all **PCO Transmissions** and **PCO User Instructions** are free from computer viruses, Trojans, worms, time bombs, malware or any other harmful programs; and
- make sure that any computer or device used to access the **Service** is at all times protected by virus protection software and a firewall.

We can log any user out of the **Service** after a period of inactivity. We decide what that period is. We will not be responsible for any information you lose as a result of an automatic log out.

If any of the following things happen, you must make sure that your **PCO Administrator** cancels or suspends the access rights of the affected **PCO User(s)**:

- **Security Information** has been, is or may be lost, stolen, misused or known to someone else;
- a **Security Device** has been lost, stolen, misused or anything has been done or tried to be done to compromise its security;
- anyone is, or may be, accessing or using the **Service** without appropriate authorisation, misusing the **Service** or breaching confidentiality; and/or
- any fraud is being or may be committed involving the **Service**.

If this happens, you must take any action we tell you to take to deal with these security issues.

You must contact us without delay if you, any **PCO User** or anyone else employed by or connected to you know or think that any of the things above might happen or have happened.

You can contact the **Helpdesk** if you have concerns about security.

You must help us or our agents in any investigations into the loss or theft or potential misuse of any **Security Information** or **Security Device**. We may pass information relating to you to other financial institutions and/or the police or other authorities for the purposes of an investigation.

Our security systems may be used to monitor your use of the **Service** to identify unauthorised access.

**20. What technical requirements do you need to meet?**

It is your responsibility to arrange access to the **Service** using the internet or any other method of communication approved by us. You do this at your own cost.

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

You must meet the computer, operating software and browser specifications and other technical requirements we tell you about. You must only use and upload the same file type as the one we tested and/or agreed with you when the **Service** was set up (unless we tell you that you can use a different file type). We are not responsible to you if the **Service** does not work at all, or work correctly, because you have not met these requirements.

You should put an appropriate back-up process in place in line with good practice in case there are system or operating failures.

**21. What must you do if you think the Service is not working properly?**

You must contact us immediately. You must co-operate with us in fixing the issue.

We may use cookies on our public website, on the website used by you to access the **Service** and to allow us to provide the **Service**. Switching off or "opting out" of the use of cookies will mean that **PCO Users** may not be able to use certain features of the **Service**. We will not be responsible for any loss or damage you may suffer if you cannot use the **Service** or any features of the **Service** (for example, the ability to submit **PCO User Instructions** or **PCO Transmissions**) or if you are delayed from doing this, if this happens because cookies have been disabled. You can find out more information about the cookies we use by reading the cookies policy on our website.

**22. What do you need to know about information that is available through the Service?**

We will make information available to you through the **Service**. Any information is for reference purposes only. You should not rely on it as being the accurate, complete or up to date position at any particular time.

It is your responsibility to monitor messages transmitted to you through the **Service** and to respond to these messages in line with **Bacs** scheme rules.

**23. When can we suspend the Service?**

We can suspend the **Service** or access to the **Service** (for any or all **PCO Users**) for any period we consider appropriate if:

- anyone is, or may be, misusing the **Service** or breaching confidentiality
- the **Bacstel-IP Service** has been suspended; and/or
- the **PCO Pay Service** has been suspended.

We will not be responsible for any loss or damage that you may suffer as a result of us suspending the **Service** for these reasons.

If we stop or suspend in this way, we will act reasonably.

We will try to contact you in advance to tell you we are doing this and why. If we cannot tell you in advance, we will tell you as soon as possible afterwards. We will contact you by letter, email or by sending a notification through internet or mobile banking. We will not be able to contact you if the law stops us or we think it will undermine our security measures.

During any period of suspension of the **Service**, it will not be possible to submit any **PCO User Instructions** or **PCO Transmissions**.

During any period of suspension of the **Bacstel-IP Service**, it will not be possible to submit any **PCO Transmissions**.

Where we or you suspend or remove a **PCO User's** access to the **Service**, it will not take effect until after that **PCO User** has logged out of the **Service**. We will not be responsible for anything that a **PCO User** does or for following any instructions given by that **PCO User** before that **PCO User** logs out of the **Service**.

**24. When will your agreement with us relating to the Service end?**

The General Conditions set out information about closure of accounts and services, but there are some additional things you need to know about this **Service**.

Whenever we can end the **Service** immediately under **Your Agreement**, we can instead choose to restrict or remove any **PCO User's** access to the **Service** immediately.

The **Service** will end automatically if the **Bacstel-IP Service** ends.

**25. What happens after the Service ends or is cancelled?**

You must not try to access or use the **Service**.

You must immediately make sure that your **PCO Users** do not attempt to access or use the **Service**.

You must immediately either return all **Security Devices**, material (whether originals or copies and in whatever medium) hardware, software and documentation relating to the **Service** to us or confirm that you have destroyed them. We will let you know which action we want you to take.

**26. What are you and we responsible for relating to the Service?**

We do not guarantee that the **Service** will meet your general or any particular requirements.

The internet is a public system over which we have no control.

We are not responsible to you for any loss or damage suffered by you arising from any network or communication failure.

Our total liability to you arising out of or in connection with the **Service** in any period of 12 months (or the period you have been receiving the **Service** if it is less than 12 months) up to the date when the liability was incurred, whether in contract, tort, delict or otherwise, in each case howsoever caused including if caused by negligence, will not be more than:

a. the amount (if any) necessary to reimburse you in respect of any payment as required by law; and

b. the greater of the amount of charges paid by you for the **Service** for that period or the sum of £5,000.

Where you suffer loss because of **Bacs**, our liability under (b) above will also be limited to what we may be able to recover from the **Bacs** scheme providers. For example, if we recover £2,000 then this will be passed onto you and you will not be able to recover more than that.

We will have no liability to you arising out of or in connection with the **Service**, whether in contract, tort, negligence, delict or in any other way in connection with your use of, access to or reliance on the **Service**.

Unless we are responsible by law or under **Your Agreement**, we will not be liable in contract, tort, negligence, delict or in any other way for:

- fraud by you and/or any **PCO User**; or
- any failure by you to use or to make sure that the **Service** is used in line with Y**our Agreement** and any other instructions we provide.

You will indemnify us for all losses, damages, liability, claims, expenses or costs and, where applicable, value added tax (howsoever caused, including if caused by negligence) which we may incur or suffer arising, directly or indirectly, from:

- any access or use by you or any **PCO User** of the **Service**; and/or
- any breach of **Your Agreement** by you and/or any **PCO User**.

You will have sole responsibility for any data prepared and input by you or on your behalf. We will not be responsible for any fault or error in relation to that data or its input.

**27. Who will we give communications to about the Service?**

We will only give communications to **PCO Administrators**. **PCO Administrators** are responsible for passing on those communications. We will treat any communication given to a **PCO Administrator** as though it has been given to you and all **PCO Users**.

**28. Who can you contact about the Service?**

You can contact us by calling the **Helpdesk** or in any other way we tell you about. You can also find contact details for us on our website.

If you have a complaint, you should contact the **Helpdesk**.

**Tell us what you think of this communication.**

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

## Our service promise

Please let us know if you have a problem – we're here to help. See our complaints process on our 'Help & Support' page at **business.bankofscotland.co.uk/complaint**

## Find out more

**Speak to your relationship team**

**bankofscotland.co.uk/business**

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

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