

Terms and Conditions. Text Alerts.

Terms and Conditions for Text Alerts.

These terms and conditions apply to the supply of the Text Alerts service. Please see the section at the end for definitions.

1 Text Alert services

- (a) These general conditions apply to our Text Alerts service which involves us sending your Users text messages with information about your current and savings accounts ("Text Alerts").
- (b) We currently offer customers the chance to receive Balance Advice alerts on a daily or weekly basis. The Balance Advice service is described in Clause 4.

2 This Agreement

- (a) Our agreement with you for our Text Alerts service is made up of these general conditions and any additional conditions we give you when you apply for the services.
- (b) 'Additional conditions' are any other terms that apply to a Text Alerts service, but which are not included in this document, including any terms for the service we give you in, for example, application forms, letters, leaflets, on our website or by phone. The additional conditions apply if anything in them contradicts these general conditions.
- (c) Where a User has registered your business for Text Alerts that User will have accepted these terms and conditions on your behalf.
- (d) These conditions are in addition to those for the accounts and service you are accessing through this service. If there is any conflict, these conditions override any others.

3 Features of the Text Alerts service

- (a) General:
 - (i) if a User registers for this service, we will send your Users information about your accounts to that User's mobile phone registered on a UK network. We may only allow one mobile number per User to be registered with us at any time.
 - (ii) we do not send Texts Alerts on weekends, bank holidays or public holidays.
 - (iii) we will only send each text once. If a User deletes a text we cannot send it again.
 - (iv) a User can end a Text Alerts service for any particular Account at any time.
 - (v) a User can also ask us to pause a text service at any time (for example, if the User goes abroad). To do so, the pause must be set for all the User's Text Alerts on accounts.

4 Balance Advice Text Alerts

- (a) A User can register for the Balance Advice text alerts for any of your current or savings accounts. We will then send the User texts showing the account balance and up to the last six transactions on the account.
- (b) We will send Balance Advice texts either once a week on the day of your User's choice or daily (except on weekends or on bank holidays).
- (c) There is currently no charge for Balance Advice text alerts.

5 Your Obligations

- (a) You must ensure that you and all Users:
 - (i) follow instructions, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts; and
 - (ii) do not let anyone else have access to information on your accounts.
- (b) You are responsible for ensuring that your Users check text messages or other account information we give you.
- (c) You must tell us as soon as you can if you or a User:
 - (i) notices any errors;
 - (ii) experiences malfunctions with our services; or
 - (iii) thinks someone may be accessing your accounts without your authority.
- (d) You and your Users must give any information and help we reasonably ask for to deal with such unauthorised access that we, the police or other authorities are investigating. We may pass on related information to other banks, the police or other authorities, in the United Kingdom or (if appropriate) abroad.
- (e) You must tell us if you no longer wish a User to receive Text Alerts. You can cancel a User by calling Internet Banking Helpdesk on **0845 300 2924** or by contacting your Relationship Manager or Business Banking team.
- (f) You are responsible for making sure no one has access to confidential information shown on (or stored in) your or your Users' mobile phones and for telling us immediately if your or any User's mobile phone is lost or stolen, or if you or a User changes mobile phone number. Otherwise we will continue to send text messages to the mobile phone and we will not be liable if your account information becomes known to someone else as a result.
- (g) It may be unlawful to receive our text messages in some countries abroad. You and your Users must check this and take appropriate action, such as pausing text messages (which will also save you the extra cost of receiving texts overseas). You will be liable if you or a User breaks foreign laws, and for any loss you cause us as a result.

6 Liability

- (a) If we break this Agreement by not sending a Text Alert (or by sending an inaccurate text), we will not be liable for any losses not directly associated with this whether or not such losses were reasonably foreseeable nor any loss of profit, loss of business, loss of goodwill or any form of special damages.
- (b) Notwithstanding anything to the contrary in this Agreement, if we are prevented, hindered, or delayed from or in performing any of our obligations under this Agreement due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under this agreement to the extent that we are prevented, hindered or delayed in our

performance by the abnormal and unforeseeable circumstances beyond our control.

- (c) Nothing in this Agreement limits our or your liability as a result of acting fraudulently or with gross negligence. In addition, nothing excludes or limits our liability to the extent we are unable to exclude or limit it by law.
- (d) Your Users can usually use this service at any time but repairs, updates and routine maintenance on our systems and those of our suppliers mean particular services may be slow or unavailable from time to time. We will not be liable if any service is unavailable at any time or if a User does not receive any text alert promptly, or at all, for reasons in their control such as their phone being switched off or out of coverage or them changing their phone.

7 Variations to this Agreement

- (a) We may:
 - (i) change or withdraw any part of this Service;
 - (ii) change any of these terms and conditions; or
 - (iii) introduce a charge for this service.
- (b) We will tell you personally at least 30 days before we make a change to your disadvantage.
- (c) We can make any other changes straight away.
- (d) When we tell you personally about a change we will do so by letter, email, text, statement inserts or messages or in any other way which is sent to you individually.

8 Termination and suspension

- (a) We may cancel or suspend your use of the Service at any time if:
 - (i) we reasonably suspect that there has or could be a fraudulent or unauthorised use in relation to the Service; and
 - (ii) you or a User has broken the terms and conditions of your Account.
- (b) If we do cancel or suspend use of the Service, we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. Alternatively you can contact your Relationship Manager or Business Banking team if the Service is suspended.
- (c) This Agreement may be terminated at any time:
 - (i) immediately by you;
 - (ii) immediately by us:
 - in the event that we close your Account;
 - if you or a User has broken this Agreement repeatedly and/or seriously; or
 - (iii) for any other reason, by us giving you not less than two months' written notice.
- (d) If you terminate this Agreement you it will be in respect of all your account(s), not just some of them.

9 Law applying to this Agreement

- (a) This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with either that laws of

England and Wales if your Account is held in England and Wales or the laws of Scotland if your account is held in Scotland.

- (b) The courts of either England and Wales or Scotland (depending on where your Account is held) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute relating to any non-contractual obligation arising out of or in connection with this Agreement).

10 If you have a complaint

- (a) We aim to provide the highest level of customer service possible. However, if you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If something has gone wrong please bring this to the attention of any member of staff. The complaint procedures are also published on our website: www.bankofscotlandbusiness.co.uk/contactus

11 Definitions

In this Agreement:

- (a) "Account" means the business bank account with us on which the Text Alerts have been set up.
- (b) "Business Day" means 9am to 5pm Monday to Friday other than public and bank holidays in England and Wales, or Scotland (if in Scotland) unless transacting through one of our branches which opens for shorter hours or we notify you of different times for the processing of payments to and from your Account(s).
- (c) "User" means any individual who has been set up on the Text Alert service on an Account as a result of:
 - (i) you applying to register them for Text Alerts; or
 - (ii) that individual registering themselves for the Text Alerts service via PhoneBank for Business or Business Internet Banking service. Full Access Users and Delegate Full Access Users of Business Internet Banking have the authority under the Business Internet Banking terms and conditions to apply for Text Alerts.
- (d) "we/our" means Bank of Scotland plc, registered in Scotland number SC327000. Registered and Head Office: The Mound, Edinburgh EH1 1YZ and its successors and assigns.
- (e) "you/your/Business" means the business in whose name the Account is maintained by us.

12 Other Information

- (a) If you have any queries about this Service please call the Internet Banking Helpdesk on **0845 300 2924**. If you require a copy of this Agreement or any document referred in it these can be found on our website at www.bankofscotland.co.uk/terms.

Information is available in large print,
audio and Braille on request.

www.bankofscotlandbusiness.co.uk

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