

Bank of Scotland ePay Virtual US Dollar Conditions of Use

This is a copy of the current Conditions of Use for You to keep and is intended to act as a guide of how ePay Virtual must be used. We are providing ePay Virtual to enable You to access a Business Account which We have opened for Your Business. These Conditions of Use do not form a contract between You and the Bank, but explain how You can use ePay Virtual and when You need to contact Your Programme Administrator.

1 Definitions

1.1 Where the words set out below are used in these Conditions of Use, they mean as follows:

Authorisation: the consent We give to a merchant or its payment service provider (via the relevant Payment Scheme) to submit a Card Transaction for processing and settlement.

Bank, We, Us or Our: Bank of Scotland plc registered in Scotland with a registered office address of The Mound, Edinburgh EH1 1YZ and a registered company number of 327000 (and any successors or assigns of Bank of Scotland plc).

Billing Cycle: the period of one month between RCN Account Statements.

Business: the Bank's customer in whose name a Business Account is maintained by the Bank and at whose request an RCN Account is opened for You with Us.

Business Account: the control account which governs the Services provided to the Business opened and maintained by the Bank in the name of the Business.

Business Day: a day (excluding Saturday and Sunday and public holidays) on which banks are generally open for business in England.

Card Transaction: any purchase of goods and/or services made by use of a VCN which is debited to the relevant RCN Account.

Cardholder, You or Your: any individual authorised by the Business from time to time to have an RCN Account and request or Use a VCN issued by the Bank in accordance with the agreement between the Bank and the Business.

Cardholder Application: the application to the Bank for each Cardholder, containing the Conditions of Use.

Charges: the charges to be applicable to the Services which are agreed with the Business as may be varied from time to time.

CNP Card Transaction: a 'card not present' Card Transaction such as Card Transactions that are initiated through e-commerce, telephone, mobile telephone or mail order or any other Card Transactions for which a physical plastic card is not used.

Lloyds Banking Group: Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

Non-Currency Card Transaction: any transaction performed by a Cardholder with an RCN in a currency other than US dollars.

Online Servicing Capabilities: the suite of web-based processing, management and maintenance services provided in respect of the Services.

Payment Scheme: Mastercard.

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to Non-Currency Card Transactions to convert them to the currency of the RCN Account which can be found at www.mastercard.com/global/currencyconversion.

Programme Administrator(s): a representative or representatives nominated by the Business from time to time.

RCN: the real card number linked to a particular RCN Account which provides the funding card and settlement account for VCNs under that RCN.

RCN Account: the record we maintain of transactions made using VCNs issued to the Business for Your use as part of the Services.

RCN Account Statement: the monthly statement setting out a record of all Card Transactions under Your RCN Account.

RCN Limit: the sum approved by the Bank as the maximum amount of spending permitted on Your RCN during a Billing Cycle (including any Card Transactions not yet debited and any authorisations the Bank has given in respect of prospective Card Transactions).

Scheme Limit: the sum specified (in writing) from time to time by the Bank to the Business, and any changes to that sum that are agreed by the Bank, being the maximum spending (including any Card Transactions not yet debited and any Authorisations given in respect of prospective Card Transactions) permitted per Billing Cycle by the Business cumulatively on all the Business's RCN Accounts.

Services: the facilities to be provided by the Bank under an agreement between Us and Your Business together with any additional Online Servicing Capabilities or other services associated with an RCN Account or VCN that the Bank or any other member of Lloyds Banking Group may make available to You and the Business from time to time.

Supplier: any person or entity who agrees, by arrangement with Us and/or the Payment Scheme to accept VCNs as payment for goods and/or services.

VCN: a unique single or multi-use virtual card number that is linked to Your RCN and is used in place of that RCN in relation to a CNP Card Transaction.

Website: the website and associated services of the Bank appearing at www.business.bankofscotland.co.uk or any other URL as the Bank may notify to You from time to time.

2 Acceptance

2.1 Before using the Services You must read these Conditions of Use and when using the Services follow them, together with any conditions of use notified to You by Your Business in Your terms of employment or contract for services or otherwise in any case related to use of Your RCN Account.

3 RCN Account

- 3.1 We will open and/or continue an RCN Account for You on behalf of the Business which can only be used for such purposes as are authorised by Your Business. The RCN Account may only be used for authorised business use as defined between You and the Business. You will be acting as an agent of the Business in connection with the receipt of the Services being provided by the Bank to the Business. No cash withdrawals are permitted from an RCN Account.
- 3.2 We will debit Your RCN Account with all Card Transactions made using a VCN and will credit the RCN Account with all payments made by the Business.
- 3.3 The Business may in some circumstances be entitled to give authorised third parties access to information about the RCN Account. This may include details of Card Transactions.
- 3.4 An RCN Limit will be established from time to time and will be notified to You by Your Business. You may also be notified of certain other restrictions and controls put in place by Us or Your Business from time to time.
- 3.5 Either We or Your Business may cancel or suspend use of Your RCN Account at any time without prior notice. We will not issue and You must not use any VCN already issued to You but not used once Your RCN Account has been cancelled or suspended.
- 3.6 Only the Business is liable to Us for Card Transactions and Charges incurred on Your RCN Account whether or not such Card Transactions or Charges are incurred in compliance with these Conditions of Use.
- 3.7 Your RCN Account any VCN must not be used for any illegal purpose.
- 3.8 VCNs issued by Us to You must only be used with Suppliers who are in the merchant category codes specified by Your Business.
- 3.9 You must:
 - 3.9.1 not give or disclose details relating to Your RCN Account or the Business Account to anyone else or allow anyone else to use them;
 - 3.9.2 not give or disclose details relating to any security devices or the RCN or VCN to anyone else or allow anyone else to use them;
 - 3.9.3 store all information relating to any RCN or VCN, any RCN Accounts or the Business Account safely and dispose of any information securely and permanently; and
 - 3.9.4 inform Us as soon as possible if You do not receive an RCN Account Statement, or any other financial information that You are expecting to receive from Us.
- 3.10 You must use any security devices provided by Us in accordance with any instructions that We give to You and You must take all reasonable steps to keep them safe. You must:
 - 3.10.1 not give or disclose details relating to any RCN Account to anyone else or allow anyone else to use them;
 - 3.10.2 not give or disclose details relating to any security devices to anyone else or allow anyone else to use them;
 - 3.10.3 not choose any security details that are easy for someone else to guess;
 - 3.10.4 store all information relating to any VCNs and any RCN Accounts safely and dispose of any information securely and permanently; and
 - 3.10.5 inform Us as soon as possible if You do not receive RCN Account Statement or any other financial information that You are expecting to receive from Us.

4 Online Servicing Capabilities

- 4.1 You must:
- 4.1.1 only use the Online Servicing Capabilities in compliance with the terms of these Conditions of Use and any System Terms provided from time to time;
 - 4.1.2 ensure that personal and other data provided to the Bank is properly maintained, accurate and up to date;
 - 4.1.3 comply with all applicable security procedures (including any instructions the Bank gives You from time to time) and keep secure and confidential all usernames and passwords and change the same no less frequently than recommended by the Bank from time to time or immediately if at any time it is suspected that someone else may know them; and
 - 4.1.4 set up and maintain adequate security measures to safeguard the use of the Online Servicing Capabilities from unauthorised persons when being used through the Business' own or any third party IT systems.
- 4.2 You shall not:
- 4.2.1 monitor, copy, print out or otherwise reproduce any part of or information provided via the Online Servicing Capabilities or any part thereof (except as expressly permitted hereunder);
 - 4.2.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of the Online Servicing Capabilities or create any derivative work or product based on the Online Servicing Capabilities or use the Online Servicing Capabilities for the creation of new applications of any kind or for the creation of other products or service offerings;
 - 4.2.3 use the Online Servicing Capabilities other than for the business purposes of Your Business;
 - 4.2.4 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on the Online Servicing Capabilities or any material supplied by Us to You and/or the Business or any copies thereof whether in the form of user guides or otherwise;
 - 4.2.5 access or use any part of the Online Servicing Capabilities in respect of which the Bank has not granted express permission;
 - 4.2.6 use or permit any third party to use the Online Servicing Capabilities in contravention of any applicable law or regulation including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
 - 4.2.7 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of the Online Servicing Capabilities or compromise the security and control of access to the Online Servicing Capabilities by the Business or any other person;
 - 4.2.8 create or permit to be created any links to or from any website to any part of the Online Servicing Capabilities or cause the Online Servicing Capabilities to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
 - 4.2.9 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Online Servicing Capabilities or any network connected thereto; or
 - 4.2.10 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of the Online Servicing Capabilities for third party use, third party training, time sharing, or use as an application service provider or service bureau use.
- 4.3 You may copy, print or reproduce any of the Web pages of the Online Servicing Capabilities for the purposes only of Your use of the Online Servicing Capabilities for the Business.
- 4.4 The Online Servicing Capabilities may contain inaccuracies and typographical errors. If We are informed of any such errors, We will endeavour to correct them as soon as practicable.

5 Card Transactions

- 5.1 Each VCN issued by Us can be used to make or authorise Card Transactions with Suppliers who accept VCNs (for example, a payment for goods or services supplied to You).
- 5.2 The authorisation of a Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction.

- 5.3 If You pre-authorise a future Card Transaction and the amount of the transaction is not known, We may reserve funds in the Business Account or relevant RCN Account if You consent to an exact amount of funds to be reserved. Reserved funds will be released when We are made aware of the amount of the Card Transaction.
- 5.4 We can stop the use of a VCN, or refuse to renew, replace or reissue a VCN, if it is reasonable for us to do so for reasons relating to:
- 5.4.1 the security of the VCN;
 - 5.4.2 any suspected unauthorised or fraudulent use of the VCN;
 - 5.4.3 a significantly increased risk that the Business will be unable to repay any credit line relating to the VCN; and/or
 - 5.4.4 our legal or regulatory obligations;
- and we will not have any responsibility to You in respect of any loss or damage that You may suffer as a result.
- 5.5 We will inform You or the Business as soon as is practicable if we are going to, or if we have, stopped the use of a VCN and we will advise the Business of our reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on any VCN or replace it with a new VCN as soon as is practicable if the reason for stopping it no longer applies.
- 5.6 You will not use any VCN or RCN in a manner prohibited by law and, in the case of where the Business is a body corporate, the provisions of Part 10 Section 197 of the Companies Act 2006.
- 5.7 A Supplier may contact the Bank or an agent acting for the Bank for Authorisation.
- 5.8 If Authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within Your RCN Limit and the Scheme Limit even though the amount of the Card Transaction may not yet have been debited to the Business Account.
- 5.9 We will treat a payment instruction requesting that We execute a payment to have been received by Us at the time that it is actually received by Us, unless We are instructed to carry out a Card Transaction on a future date or a series of recurring Card Transactions on future dates.
- 5.10 If We are instructed to carry out a Card Transaction on a future date, We will treat the date that We are required to carry out the Card Transaction as the date that We receive the payment instruction (this is known as the date of deemed receipt).
- 5.11 If We receive (or are deemed to receive) any payment instruction after the cut-off time on any Business Day or on a day which is not a Business Day, We will treat that payment instruction to have been received by Us on the next Business Day. You can find Our payment cut-off times on Our Website.
- 5.12 A Card Transaction will be regarded as authorised by both the Business and You where You authorise the Card Transaction by following the instructions provided by the Supplier to authorise the Card Transaction, which includes, without limitation, providing the CVV code to the Supplier or providing a screenshot of the VCN and CVV code to the Supplier.
- 5.13 Once a Card Transaction is regarded as authorised by the Business and You in accordance with condition 5.12, such authorisation can only be withdrawn where We have been instructed to:
- 5.13.1 carry out that Card Transaction on a future date; or
 - 5.13.2 carry out a series of recurring Card Transactions,
- in which case a Card Transaction can be cancelled by the Business or You telling the Supplier, the other party that You have made the arrangement with or Us, provided that the Business or You give notice no later than the end of the Business Day on the day before the relevant Card Transaction is due to be made.
- 5.14 Once We have been notified by You or the Business (in accordance with condition 5.13) that You or they withdraw authorisation for the Card Transaction, We will not carry out the relevant Card Transaction(s). However, it is Your responsibility to notify anyone who was expecting to receive such payment(s) and We will not be responsible for any loss or damage that You may suffer if You fail to do so. We may ask for clarification of which Card Transaction the Business is or You are stopping and/or, if appropriate, request written confirmation that authorisation for a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to tell anyone You make regular payments to if Your RCN Account is closed, as otherwise they may not be able to collect Your payments. If You do miss a payment for this reason, We are not liable to You for any loss or damage You suffer as a result.

- 5.15 If on review of Your RCN Account Statement an item appears of which You have no record, You should contact Your Programme Administrator without undue delay and in any case within 13 months of the transaction date.
- 5.16 All Non-Currency Card Transactions will be converted to the RCN Account currency and debited to Your RCN Account. All Non-Currency Card Transactions will be converted to the RCN Account currency at the Payment Scheme Exchange Rate which is applicable on the day that the Card Transaction is debited to the RCN Account which may be after the day You carried out the Card Transaction. The Non-Currency Card Transaction fee of 2.75% (which may be amended from time to time) is added to the converted RCN Account currency amount and this fee and the converted RCN Account currency amount will be shown on Your RCN Account Statement. We will not be responsible where a currency conversion service is applied by a Supplier and the Supplier does not disclose any charges or the exchange rate to be used at the time of the transaction.

6 Statements

- 6.1 If there have been any Card Transactions or Charges on Your RCN Account details of all Card Transactions and Charges debited and all amounts credited to the RCN Account will be shown on Your RCN Account Statement and available using the Online Servicing Capabilities. You must check Your statement promptly on receipt to ensure that all Card Transactions are correct. In the event of any errors during the production or posting of the Card Transactions (including posting via the Online Servicing Capabilities), You may experience a delay in being able to view such Card Transactions.

7 Payment

- 7.1 Your Business is liable to Us for settlement of the amount shown in Your RCN Account Statement and no payment is due from You to Us.

8 Disputes and discrepancies

- 8.1 You should try to resolve any questions, problems, discrepancies or disputes concerning any Card Transaction directly with the relevant Supplier. If You are unable to resolve the issue, please contact Your Programme Administrator immediately so that they can contact Us for Us to take appropriate steps to provide the information You have requested or attempt to resolve Your concern.

9 RCN Account Closure

- 9.1 Subject to any notice We are required by law to give You, We may close Your RCN Account at any time; in particular, Your RCN Account may be closed if You exceed Your RCN Limit or the overall Card Transaction limit for Your RCN Account, or if You for any reason cease to be employed by, or contracted to supply services to, the Business.
- 9.2 If You cease for any reason to be an employee, agent or contractor of the Business You must destroy any VCN issued to You, but not used, and cease to use Your RCN Account.

10 Charges

- 10.1 Your Business is liable for payment of all reasonable expenses incurred by Us resulting from Your use of any VCN including expenses incurred as a result of any breach by You of these Conditions of Use.
- 10.2 We may debit from the RCN Account any Charges We may make for information or services You ask for as agreed between Us and Your Business.

11 Suppliers

- 11.1 We are not responsible if any bank or Supplier does not accept any VCN issued by Us to You, or if a Supplier fails to disclose any surcharge for use of a VCN.
- 11.2 If a Supplier is liable to refund a Card Transaction, We will only credit Your RCN Account with the amount of the refund when We receive an appropriate voucher or satisfactory confirmation from that Supplier.

12 Our Service Promise

- 12.1 We aim to provide excellent customer service whenever You deal with Us. If We do not achieve this, please tell Us so that We have the opportunity to put things right. You can write or speak to Your relationship manager or Our customer services centre (or anyone in their teams). You can find details of what will happen next and how We will handle Your complaint on Our Website.

13 Lost or stolen VCNs and RCNs

- 13.1 If a VCN issued to You is lost or stolen, or Your RCN becomes known to You or any person other than You, or any VCN is are for any reason liable to misuse, You must notify Your Programme Administrator without undue delay so that the VCN can be cancelled and the RCN blocked and cancelled using the Online servicing Capabilities.
- 13.2 You will be required to assist Us or Our agents in the investigation of the loss, theft or possible misuse of any VCN issued to You or the disclosure of the RCN.

14 Data Protection

- 14.1 Your information will be held by Bank of Scotland plc which is part of the Lloyds Banking Group.
- 14.2 Your personal information will be shared within the Lloyds Banking Group so that We and any other companies in Lloyds Banking Group can look after Your relationship with Us. By sharing this information it enables Us to better understand Your needs, run Your accounts, and provide products in the efficient way that You expect.
- 14.3 We may ask You to provide physical forms of identity verification when Your RCN Account is opened.
- 14.4 Under the Data Protection Act 1998 (as amended and/or updated from time to time) ("the DPA") You have the right of access to Your personal data. The DPA allows Us to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let Us know and We will correct it.
- 14.5 It is important that You understand how the personal information You give to Us will be used. Therefore, We strongly advise that You read Our Privacy Statement, which You can find at <http://business.bankofscotland.co.uk/business-home/legal/personal-and-business-data> or You can ask Us for a copy. By Using the Card, You agree to Your personal information being used in the ways We describe in Our Privacy Statement. Please let Us know if You have any questions about the use of Your personal information.

15 Changes to Conditions of Use

- 15.1 We may make changes to these Conditions of Use for any reason. For example, typically (but not exclusively), We may make changes to comply with changes to the law, rectify errors, to improve security, change the scope of the services that We provide or take account of reorganisations within Lloyds Banking Group. Your Programme Administrator(s) will be notified of the changes in writing by post or by email. Changes will then be notified to You via Your Programme Administrator(s), who may direct You to the Website where details of the change are posted.
- 15.2 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately without giving You any prior notice.

16 General

- 16.1 You must notify Us of any change in name or address and, if We ask, confirm it in writing.
- 16.2 You consent to Us providing any information referred to in the Conditions of Use on the Website.
- You can ask Us for a copy. By Using the Card, You agree to Your personal information being used in the ways We describe in Our Privacy Statement. Please let Us know if You have any questions about the use of Your personal information.