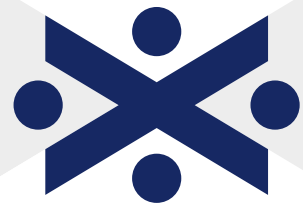


BUSINESS BANKING

Bank of Scotland Business Finance Assistant Account

Service Terms and Conditions



**BANK OF
SCOTLAND**

IMPORTANT INFORMATION

This agreement contains:

- ▶ An explanation of what makes up our agreement with you for the Service.
- ▶ Our terms and conditions. They say what you and we agree to do under the agreement. To help you find what you need, we list the sections under 'What's in this agreement?' table below.

Please:

- ▶ read the agreement carefully and keep it for future reference;
- ▶ ask us if you have any questions, using the contact details we provide.

What's in this agreement?

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1. Meaning of terms

1.1 Meaning of the words we use:

“Account Administrator”: means any of **your** directors, officers, employees, agents or other relevant persons who manage and administer the provision of the **Service** and access to the **Bank of Scotland Business Finance Assistant Account**.

“Account Data”: means all of the historical data related to **your Bank of Scotland Business Finance Assistant Account** from **your** use of the **Service**

“Bank Accounts”: means the underlying business bank accounts or other financial products and related information which may be accessed or viewed using the service provided by the **Payment Service Provider** or operated as part of the **Service**.

“Bank of Scotland Business Finance Assistant Account”: means the account through which **you** can access, view or operate the **Service**.

“Business Banking Customer”: means a customer who has a business banking relationship with **us** and is subject to the general conditions which apply to **Business Banking Customers**.

“Business Days”: means any day, between the hours of 9am-5pm, apart from a Saturday, Sunday or public holiday in the United Kingdom.

“Commercial Banking Customer”: means a small or medium sized customer who has a commercial banking relationship with **us** and is subject to the general terms and conditions which apply to **Commercial Banking Customers**.

“Device”: anything such as a card, electronic wallet, smartphone or other device **you** can use on its own or combined with **Security Details** to access **your Bank of Scotland Business Finance Assistant Account** or give instructions.

“Eligible Customer”: means a customer of **Bank of Scotland** who is either a **Business Banking Customer** or a **Commercial Banking Customer**.

“Information Brochure”: the document that **we** provide or make available to **you** from time to time setting out the charges that apply to services under this agreement and which includes a description of the features and functionality of each **Package**.

“Lloyds Banking Group”: this includes **us** and several other companies using the **Bank of Scotland**, **Halifax** and **Lloyds Bank** brands and their associated companies. There’s more about **Lloyds Banking Group** at lloydsbankinggroup.com

“Member”: each partner, **Member**, officer or trustee (as applicable) of an unincorporated organisation.

“Packages”: means one of the **Packages** which **we** make available to **you** through the **Service** which each have the features and functionalities as set out in the **Information Brochure**.

“Payment Services Provider”: means Token.io Ltd, a company incorporated in England and Wales with Registration number 10143662 and whose Registered Office is at 10 John Street, London WC1N 2EB, United Kingdom or any other **Payment Services Provider** we tell **you** about from time to time. **Payment Service Providers** will provide payment services to **you** as part of the services.

“Security Details”: details or security procedures **you** must follow or use to give an instruction, confirm **your** identity or access a **Device** – for example a password, security code (or PIN) or biometric data such as a fingerprint.

“Service”: means the services **we** provide to **you** in accordance with this agreement.

“Third Party User”: means any relevant person that is authorised to access **your Bank of Scotland Business Finance Assistant Account**, including, without limitation, an accountant or other professional services provider.

“User”: means any of **your** directors, officers, employees, agents or other relevant persons that **you** authorise to have access to the **Bank of Scotland Business Finance Assistant Account**, including, without limitation, an **Account Administrator**.

“you, your”: the business in whose name **we** provide the **Service** to.

“we, us, our, Bank of Scotland”: Bank of Scotland plc, The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000.

2. Our agreement with you

- 2.1 Our agreement with **you** is made up of:
- 2.1.1 these terms and conditions;
 - 2.1.2 the **Information Brochure**; and
 - 2.1.3 the information **you** enter when registering for the **Service**.
- 2.2 This agreement replaces any previous terms and conditions or other agreements that may have applied to the **Service**.
- 2.3 If **you** are not an incorporated business or association, and **your** business consists of two or more persons, this agreement applies to each of **you** individually as well as together.
- 2.4 This agreement does not cover any of the other services **we** offer which are subject to separate terms and conditions and legal arrangements. This includes, for the avoidance of doubt, **our** general terms and conditions for **Business Banking Customers** and **our** general terms and conditions for **Commercial Banking Customers**.
- 2.5 If there is a conflict between the provisions of this agreement and the terms of any other legal agreement **you** have with the **Lloyds Banking Group**, the terms of this agreement shall prevail in relation to the **Service** only.
- 2.6 Not all of the features and/or functionality of the **Service** will be available or accessible to all customers.

3. Eligibility

- 3.1 The **Service** provided pursuant to this agreement is intended for **Eligible Customers** only acting in a business capacity. It is not to be used by any person acting in a personal or individual capacity.
- 3.2 **We** can terminate the provision of the **Service** if **we** find out that **you** are not an **Eligible Customer** or if **you** are not using it solely for business purposes. **We**'ll try to tell **you** in advance if this happens, but if it causes (or might cause) **us** to break any rules or laws by continuing to offer **you** the **Service**, **we** would have to close or stop it immediately.

4. The services

- 4.1 In order to access the **Service** **you** will elect to use one of the **Packages**.
- 4.2 The **Packages** have the features and functionalities as set out in the relevant **Information Brochure**. Copies of **our Information Brochure** are available on business.bankofscotland.co.uk/business-home/rates-and-charges/terms-and-conditions.html

- 4.3 **We** will use reasonable care and skill carrying out **our** obligations under this agreement. **We** ask **you** to remember that:

- 4.3.1 some of **our** services are for **your** general guidance and information only and they are based on information that **we** know from **your Bank of Scotland Business Finance Assistant Account**, from existing information held by **Lloyds Banking Group**, from the information **you** have consented to share with **us** which is held by other financial institutions, or other information that **you** have shared with **us**;
- 4.3.2 sometimes **you** should take specialist advice rather than solely relying on **us** or information provided by the **Service**;
- 4.3.3 **we** are not responsible for how **you** interpret information **we** provide or how **you** implement any action **you** choose to take.

5. Fees and charges

- 5.1 **Our Information Brochure** explains how, when and what **we** charge for in the different **Packages** provided in **our** services. Copies of **our Information Brochure** are available online on business.bankofscotland.co.uk/business-home/rates-and-charges/terms-and-conditions.html
- 5.2 **You** agree to pay the relevant charges for the **Service** as set out in the **Information Brochure**.

6. Payment services

- 6.1 As part of **our** provision of the **Service** **we** use third parties, currently the **Payment Services Provider**, whose technology enables **us** to receive the data from **your Bank Accounts**. **You** will need to have a direct contractual relationship with the **Payment Services Provider** in order to receive the services. By entering into this agreement with **us**, **you** agree to be bound by the **Payment Services Provider's** terms and conditions and privacy policy, all which **you** can view at:

token.io/terms

token.io/privacy

token.io/ais-terms-of-service

token.io/pis-terms-of-service

- 6.2 For complaints relating to the provision of services by the **Payment Services Provider**, **you** can contact the **Payment Services Provider** directly by emailing support@token.io

7. Authority

- 7.1 The following terms apply to partnerships, limited liability partnerships and unincorporated organisations with more than one **Member**:
- 7.1.1 **we** allow instructions to be provided by the **Account Administrator** or a **User**;
- 7.1.2 each partner or **Member** is jointly and individually liable for all liabilities of the partnership or organisation to **us** together with interest, fees and charges. This means each partner or **Member** is separately responsible to **us** for all debts and liabilities, not just a share of them. **We** may therefore take action against all or any of the partners or **Members**. A **Member's** liability will normally be determined by reference to the organisation's constitution, and may be limited to the extent of their subscription;
- 7.1.3 if there is a dispute between the partners, **Members** or **Account Administrators** **we** may require all of them to provide instructions and authorisation. If this happens, **we** will not take any action unless it is authorised by all partners or **Members**;
- 7.1.4 if any partner or **Member** dies or ceases to be a partner of the partnership or organisation, **we** may treat any continuing partners or **Members** as having full power to carry on the partnership or organisation's business and to deal with its assets as if there had been no change. This applies unless **we** receive written notice to the contrary from any of the continuing partners or **Members**, or from the executors, legal personal representatives or trustees of any deceased partner or **Member**;
- 7.1.5 if any **Account Administrator** dies or ceases to be an **Account Administrator**, **we** may treat any continuing **Account Administrators** as having full power to carry on **your** business and to deal with **your** assets as if there had been no change. This applies unless **we** receive written notice to the contrary from any of the continuing **Account Administrators**, or from the executors, legal personal representatives or trustees of any **Account Administrators**;
- 7.1.6 if **we** are owed money then:
- when a partner or **Member** dies, the deceased partner's or **Member's** estate remains responsible for paying the debt and **we** may require payment from the deceased partner's or **Member's** assets;
 - when a partner or **Member** leaves the partnership or organisation, each partner or **Member** (including the one who has left) remains separately responsible to **us** to repay all the debts;
 - the partners or **Members** must notify **us** immediately (in the form **we** require) of any changes in the partnership or organisation, and must ensure that any incoming partners or **Members** sign a confirmation of the existing authorities to **us**,

- 7.1.7 the **Service** will not be affected by:

- any change in the name of the partnership or organisation; or
- any change in the partners, **Members** or authorised signatories of the partnership as a result of death, bankruptcy, retirement, any new partner(s) or **Member(s)** joining or otherwise.

- 7.2 If **you** are a limited company, and there is a dispute between the directors **we** may require the directors to provide instructions and authorisation. If this happens, **we** will not take any action unless it is authorised by all the directors.

8. User access

- 8.1 At the time **you** sign up to the **Service** **you** must appoint one or more **Account Administrators** to manage and administer the provision of the **Service** to **you** and **you** may delegate access to the **Bank of Scotland Business Finance Assistant Account** to **Users**. **You** must always have at least one **Account Administrator**.
- 8.2 An **Account Administrator** is responsible for:
- appointing and managing **Users**;
 - allocating the levels of authority and access of each **User**;
 - administrative tasks such as managing **Security Details**; and
 - ensuring that all **Users** read and understand the terms and conditions applicable to using the **Service** pursuant to this agreement.
- 8.3 Any **User** must be open and transparent about their identity and act in accordance with the relevant regulatory requirements. **You** will be liable for any losses that **you** or **we** suffer which are caused by the actions or omissions of a **User**. In particular, **you** must ensure that a **User** complies with **our** account security procedures set out in clause 11.

8.4 If **you** no longer want a **User** to have access and to view all of the information available on **your Bank of Scotland Business Finance Assistant Account** for any reason, **you** should contact **us** and ask **us** to remove that **User's** access, and **we** will remove that **User's** access as soon as possible.

8.5 **We** may refuse to allow a **User** to access **your Bank of Scotland Business Finance Assistant Account** if **we** are concerned about unauthorised or fraudulent access by that **User**. 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 undermine **our** reasonable security measures or otherwise be unlawful.

9. Third party access

9.1 **You** can allow one or more **Third Party Users** to access information on **your Bank of Scotland Business Finance Assistant Account**.

9.2 If **you** instruct **us** to give a **Third Party User** access to **your Bank of Scotland Business Finance Assistant Account** **you** acknowledge that **we** are not liable for any losses that **you** or **we** suffer which are caused by the actions or omissions of a **Third Party User** when accessing **your Bank of Scotland Business Finance Assistant Account**. In particular, **you** must ensure that a **Third Party User** complies with **our** account security procedures set out in clause 11.

9.3 For the avoidance of doubt, no agency, partnership, joint venture or any other type of similar relationship exists between **us** and a **Third Party User** when providing the **Service** and **we** are not responsible for any legal relationship or other arrangements **you** may have in place with a **Third Party User**.

9.4 **Your** instruction to **us** to allow a **Third Party User** to have access to **your Bank of Scotland Business Finance Assistant Account** will continue until this agreement is terminated by either party, or **you** provide **us** with notice that **you** no longer want that **Third Party User** to have access and to view all of the information available on **your Bank of Scotland Business Finance Assistant Account**. **We** will remove that **Third Party User's** access as soon as possible following receipt of **your** instruction.

9.5 **We** may refuse to allow a **Third Party User** to access **your Bank of Scotland Business Finance Assistant Account** if **we** are concerned about unauthorised or fraudulent access by that **Third Party User**. 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 undermine **our** reasonable security measures or otherwise be unlawful.

10. Information and instructions

10.1 **You** must promptly give **us** information about **your** business that **we** reasonably request or that **we** need to provide the **Service**. **You** must also tell **us** promptly about any changes to **your** business or contact details.

10.2 **We** will accept instructions in relation to the **Service** from the **Account Administrator** or a **User**. Any instruction received in relation to a financial product or service, electronic payment or transactional data request will be accepted in accordance with the mandate **you** have given to **us** pursuant to the terms and conditions that apply to **your Bank Account**. **We** will act on instructions as long as they are clear and legible and **our** security procedures have been followed so that **we** know the instruction comes from **you**.

10.3 **We** may refuse to accept an instruction if **we** do not believe it was authorised by an **Account Administrator**. **We** will make reasonable efforts to check whether it was authorised before **we** do. If **we** refuse an instruction, **we** may also take steps to reverse any action already taken on it.

10.4 **We** can communicate with **you** by any reasonable means, including any form of electronic communication by which **you** can give **us** instructions.

11. Account security

11.1 **You** must, and **you** are responsible for ensuring that each **Account Administrator**, **User** and **Third Party User** and anyone else acting on **your** behalf will, at all times:

11.1.1 comply with this agreement as if they were a party to it;

11.1.2 comply with security and other procedures (including, without limitation, authentication procedures involving **Security Details**) set out in this agreement, **your** own security procedures and any other applicable procedures and reasonable instructions of **ours** notified by **us** to **you** from time-to-time;

- 11.1.3 act only in accordance with the rights allocated to that person as part of the **Service**;
- 11.1.4 not give out **Bank of Scotland Business Finance Assistant Account** or **Security Details**, such as a password, to anyone;
- 11.1.5 take reasonable care of **your Bank of Scotland Business Finance Assistant Account** and tell **us** as soon as possible if **you** think there is a mistake or discrepancy. Any delay in telling **us** may make it more difficult to correct mistakes. If the information relates to a **Bank Account** which is not provided to **you** by an entity within the **Lloyds Banking Group** **you** should contact the relevant third party who provides it to **you**, as **we** have no responsibility for it;
- 11.1.6 notify **us** immediately by contacting **us** through the support function in **your Bank of Scotland Business Finance Assistant Account** or email support@businessfinanceassistant.bankofscotland.co.uk if:
- you**, an **Account Administrator**, a **User** or a **Third Party User** suspects that someone else knows the **Security Details**;
 - you**, an **Account Administrator**, a **User** or a **Third Party User** thinks someone else has had access to or has used their **Security Details**, or it has become compromised in some other way;
 - you**, an **Account Administrator**, a **User** or a **Third Party User** loses **Security Details**; or
 - any person becomes aware of or suspects that the **Bank of Scotland Business Finance Assistant** is being used fraudulently.
- 11.2 In the event that **you** suspect fraud on any **Bank Account** **you** hold with the **Lloyds Banking Group**, please contact **us** immediately by telephoning the **Bank of Scotland** Internet Banking Helpdesk on **0345 300 2924**. If **you** suspect fraud on an account from any other provider, please contact **your** provider of that account.
- 11.3 If **you**, an **Account Administrator**, a **User** or a **Third Party User** exceeds a specified number of attempts to correctly enter login credentials, that person will be suspended from accessing the **Bank of Scotland Business Finance Assistant Account** until the **Security Details** have been successfully reset.
- 11.4 **We** will never telephone, text or email **you** and ask **you** for **your Security Details**. If **you** receive any such request **you** must not provide any of the details requested and **you** must notify **us** immediately by contacting **us** through the support function in **your Bank of Scotland Business Finance Assistant Account** or emailing support@businessfinanceassistant.bankofscotland.co.uk. If **we** suspect fraud or other security threats in relation to **your Bank of Scotland Business Finance Assistant Account**, **we** will contact **you** in a fast and secure way (using the contact details **we** have for **you**) to tell **you** what **you** need to do. This may include SMS, online notifications, post, or any other appropriate messaging service.
- 11.5 **You** must tell **us** if **your** name or contact details change, including any email addresses, mobile phone numbers or other contact details. If **you** don't tell **us**, **we** won't be responsible if **we** can't contact **you** or **we** use outdated contact details.
- ## 12. Communication
- 12.1 If **you** have any queries about the **Service** please raise them through the support function in **your Bank of Scotland Business Finance Assistant Account** or email support@businessfinanceassistant.bankofscotland.co.uk
- 12.2 If **you** require a copy of this agreement or any document referred in it these can be found on **our** website at business.bankofscotland.co.uk/business-home/rates-and-charges/terms-and-conditions.html
- 12.3 **We** aim to provide the highest level of customer service possible. However, if **you** 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 published on **our** website: business.bankofscotland.co.uk/business-home/contact-us/complaints-procedure.html. If **you** disagree with the decision **we** make, **you** may be able to refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if **you're** unhappy with something **we've** done. Details are available from **us** on request or **you** can get further information at www.financial-ombudsman.org.uk
- 12.4 The language of this agreement is English. Information **we** provide, make available or notify to **you** will be in English.
- 12.5 **We** provide no guarantee that the **Service** is suitable for **you**, and nothing **we** do while providing the **Service** to **you** will constitute advice (including, but not limited to, any alerts or nudges that **we** send **you**).

13. Liability

- 13.1 **We** will not be liable for any loss, damage, injury, interruption, delay or non-performance in connection with the provision of the **Bank of Scotland Business Finance Assistant Account** or **Service** arising from or caused by the following:
- 13.1.1 without prejudice to the generality of 13.1.3 below, any failure by **you** or an **Account Administrator, User** or **Third Party User** or any other person acting on **your** behalf to comply with this agreement or such other reasonable instructions as **we** may give **you** from time-to-time;
 - 13.1.2 the use by **us**, or any third party operator appointed by **us** in connection with the **Service**, of software which contains any virus, logic bomb, Trojan horse or other software routine which impact, disable, or otherwise harm any of **your** systems, software or equipment;
 - 13.1.3 use (by someone other than **us**) of the **Service** or **Bank of Scotland Business Finance Assistant Account**:
 - a. in a way or for a purpose not recommended, authorised or intended by **us**; or
 - b. in contravention of any law or regulation;
 - 13.1.4 delays, errors or omissions in the carrying out of an instruction on the part of another financial institution; or
 - 13.1.5 anything done or omitted to be done by the **Payment Services Provider**.
- 13.2 Except as set out in this agreement, **we** will not be liable:
- 13.2.1 for any losses not directly associated with the incident that may cause **you** to claim against **us** whether or not such losses were reasonably foreseeable;
 - 13.2.2 for any loss of profits, loss of business, loss of goodwill or any form of special damages;
 - 13.2.3 for any losses associated directly or indirectly with **our** failing to take any action because **you** have not provided **us** with the required or correct details;
 - 13.2.4 if **you** have acted fraudulently or with gross negligence; or
 - 13.2.5 if **you** are in breach of this agreement.
- 13.3 **You** hereby agree to indemnify **us** against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by **us** (including, without prejudice to the generality of the foregoing any sums which **we** may be obliged to pay to any third party operator) by reasons directly or indirectly of **you**, **Account Administrators, Users, Third Party Users** or **your** or their employees, agents or representatives acting negligently or failing to act in accordance with this agreement or such other reasonable instructions as **we** may give **you** from time to time.
- 13.4 **We** give no representation or warranty as to the accuracy or completeness of information provided to **you** through the **Service** where a third party is responsible for collecting and providing the information to **you**. Any reports made available to **you** through **your** use of the **Service** are illustrative, do not represent a complete set of financial statements and, if applicable, require review/audit prior to submission to the relevant authorities. Any reliance **you** place on such information is entirely at **your** own risk. **You** must check any information provided to **you** and contact **us** without undue delay if **you** become aware that it is inaccurate, contains a mistake or is incomplete.
- 13.5 **You** are responsible for providing true, accurate and complete information and for verifying the accuracy of any information that **you** use from the **Service** for any reason, including **your** legal, tax and compliance obligations. **You** are responsible for retaining a sufficient audit trail, including any manual adjustments made by **you**, to ensure HMRC Making Tax Digital (MTD) requirements are met.
- 13.6 Nothing in this agreement excludes **our** liability for fraudulent misrepresentation by **us**, **our** employees or agents, **our** liability for death or personal injury caused by **our** negligence or the negligence of **our** employees or agents, or any other liability on **our** part that the law says **we** cannot exclude.
- 13.7 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), **we** are not liable to **you** or required 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.
- 13.8 **We** will not be liable for any losses **you** may suffer due to any failure, malfunction or inaccuracy of any systems, hardware, equipment or software used to provide the **Service** or delays or technical errors, or problems with the software of data feeds provided by third parties.

13.9 **We** will always do **our** best to make sure that the **Service** is continually available, however, there may be occasions where it is necessary to temporarily suspend the **Service** or take it offline to fix technical problems or carry out maintenance. **We** will not be liable to **you** when **we** take such action, but **we** will always try to let **you** know when **we** need to do this.

13.10 **You** should also refer to the terms and conditions which apply to any other **Bank Accounts**, accounts, products or services **we** provide to **you**, which shall set out when **we** are responsible for any losses in relation to those underlying **Bank Accounts**, accounts, products or services.

13.11 If **you** are in any doubt about any aspect of the **Service** then **you** should seek independent professional advice, the **Services** are not a substitute for any such advice (for example, advice from an accountancy professional).

14. Assignment

14.1 **We** may assign or otherwise transfer any of **our** rights, liabilities or obligations under this agreement to a third party (which may be an entity within the **Lloyds Banking Group**) and may delegate or sub-contract any of **our** obligations under this agreement to a third party (which may be an entity within the **Lloyds Banking Group**) in **our** absolute discretion.

14.2 **You** may not transfer or assign any of **your** rights, obligations or liabilities under this agreement.

15. Changes

15.1 **We** may at any time and for any reason:

15.1.1 change or withdraw any part of the **Service** or the **Packages**;

15.1.2 change the **Payment Services Provider**;

15.1.3 change **your** obligations in relation to security measures or change **Security Details** or **Devices**;

15.1.4 change any of the provisions of this agreement including to reflect changes in law, regulation or codes of practice that apply to **us** or the way **we** are regulated; and/or

15.1.5 change the fees and charges for the **Packages** or the **Service**.

15.2 Wherever possible **we** will give **you** at least two months' notice of such changes. If this is not possible, **we** will give **you** as much notice as **we** reasonably can.

15.3 **We** may also change any provision of this agreement for any other reason, but will tell **you** in writing at least two months before **we** make any such change.

15.4 **We** will regard **you** as accepting a change on the day it comes into effect unless **you** tell **us** before that date that **you** refuse to accept the change. If **you** tell **us** this, then:

15.4.1 **you** can terminate the **Service** at any time before that date if **you** repay any amounts **you** owe **us** before **you** do so; or

15.4.2 if **you** do not terminate the **Service** before that date, this agreement will terminate the day before the changes come into effect. Any balance **you** owe **us** becomes immediately due and payable on termination.

15.5 If any part of this agreement is unenforceable, unlawful or void in any relevant jurisdiction, then that part shall be separated from the rest of the agreement. The remainder of the agreement will continue to be valid and enforceable.

16. Termination

16.1 This agreement continues until terminated in line with this section. The table shows how the agreement can be ended. If **we** end it, **we** will act in a way **we** think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to **you**. If **we** end the agreement **we** will tell **you** as soon as possible in accordance with the timeframes stated in the table unless the law prevents **us** from doing so or **we** reasonably believe it would undermine **our** security measures.

By	Reason	Notice
You	Any reason	<p>You can terminate this agreement by cancelling your subscription from within the settings menu of your Bank of Scotland Business Finance Assistant Account or emailing support@businessfinanceassistant.bankofscotland.co.uk</p> <p>We will continue to provide you with the Service up to the end of the current monthly charging period in which your termination notice has been provided.</p>
Us	<p>Any information you have given us (whether connected with this agreement or not) is significantly inaccurate.</p> <p>You fail at anytime to meet any checks required by law or regulation.</p> <p>Closure is required by the order of any court, a direction or decision of a regulator or any other legal or regulatory requirement. If this is the case, we maybe required to terminate our entire relationship with you.</p> <p>You have seriously or repeatedly broken this agreement in any other way.</p>	None
	An agreement we have in relation to the provision of software or Services by a third party to us, that are necessary to provide the Service, is terminated.	None
	We reasonably consider that:	None
	<ul style="list-style-type: none"> ▶ there is illegal or fraudulent activity on or connected to the Service; ▶ you are or maybe behaving improperly (for example in a threatening or abusive way); ▶ you are no longer an Eligible Customer; or ▶ by continuing the agreement we (or another company in the Lloyds Banking Group) may be exposed to action from a government, regulator or other authority or may break a regulatory requirement. 	
	Any material litigation is - or material administrative, criminal or judicial proceedings are - being taken against you when this agreement is signed and you did not inform us in writing of it before entering into this agreement. 'Material' means likely, if successful, to have a damaging affect on your business.	None
	We reasonably believe you cannot pay your debts (to us or any other person), or any formal action is taken against you to initiate administration, insolvency or bankruptcy proceedings, or you take any action (including entering negotiations) with a view to readjusting, rescheduling, forgiving or deferring any part of your debts.	None
	You are a limited liability partnership, and a Member ceases without our written consent to be a Member or you cease for any reason to be a limited liability partnership.	None
	You are a charitable incorporated organisation and the trustees arrange for your Members to make a dissolution resolution.	None
	You are a corporate entity with limited liability and you cease for any reason to be a corporate entity, unless you are an incorporated charity and you have given us notice of the alteration of your incorporated status.	None
	You are a non-incorporated entity and any Member ceases without our written consent to be a Member or you cease for any reason to be recognised as a club, charity, society or non-personal trust account, as applicable.	None
	Any other reason	Two months' notice (in writing)

- 16.2 If **we** end this agreement **we** will not be liable to compensate **you** for any loss of tax benefits or other consequential or indirect losses.
- 16.3 Ending the **Service** does not release **you** from liability for any sums owing to **us** and any balance **you** owe **us** will become immediately due and payable.
- 16.4 Following the termination of this agreement by either **you** or **us**, **we** will delete **your Account Data** immediately. If **you** tell **us** prior to termination of this agreement (by either **you** or **us**) to make an archive of **your Account Data** available to **you**, **we** will make it available to **you** for a period of 30 **Business Days** following termination.

17. Suspension

- 17.1 **We** may suspend the **Service** if:
- 17.1.1 **you** owe **us** money;
 - 17.1.2 **we** think **you** no longer want it because **you** have not used it for a long time, or are no longer eligible for it. **We** will give **you** one month's notice in writing before doing so; or
 - 17.1.3 **we** reasonably suspect fraud or unauthorised access, if **you** have failed to give **us** information **we** are required by law to hold about **you** or if a regulatory requirement means **we** have to. **We** do not have to tell **you** in advance before **we** do this.
- 17.2 **We** and any **Member** of the **Lloyds Banking Group** may be subject to sanctions, embargoes or both, imposed by the international community including the UK, EU, UN and the USA. **We** may not accept instructions and may refuse to do anything under this agreement or suspend the **Services** and access to the **Bank of Scotland Business Finance Assistant Account** if it would result, or in **our** reasonable opinion is likely to result, in a breach by **us** or any **Member** of the **Lloyds Banking Group** or any of **our** or their respective employees of any sanction or embargo whether or not imposed in the UK. **We** are not liable for any loss, damage, cost or expense if this happens. **We** may disclose to the relevant authorities such information regarding instructions and payments as may be required.

18. Governing law

- 18.1 This agreement and any non-contractual obligation arising out of or in connection with it are governed and must be construed in line with either the 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. The courts of either England and Wales or of Scotland (depending on where **your** account is held) shall have exclusive jurisdiction to settle any dispute arising out of or connected with this agreement. This includes any dispute about any non-contractual obligation arising out of or connected with this agreement.

19. Third party rights

- 19.1 This agreement does not confer or intend to confer a benefit enforceable by a person who is not a party to it. Such a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

20. Notices

- 20.1 Any notice that **you** or **we** give each other relating to this agreement must be written. When **we** give **you** a written notice, **we** will use a letter, email, text, statement, statement insert or message, or another way that is sent to **you** individually. **We** will always use a way that **we** reasonably think is likely to come to **your** attention and satisfies regulatory requirements. Any written notice from **you** to **us** must be through the 'support' function in the software, by email to support@businessfinanceassistant.bankofscotland.co.uk, or through a dedicated part of **our** website which **we** notify **you** about from time to time.

21. No waiver

- 21.1 **We** may not always strictly enforce **our** rights under this agreement; for example, **we** may allow **you** more time to pay what **you** owe. If **we** do this, it will just be a temporary measure and does not stop **us** enforcing **our** rights in the future.

22. Privacy and use of data

- 22.1 **Your** use of the **Service** and **Bank of Scotland** website is also subject to **our** website terms and conditions and information on how **we** use **your** personal data is available at business.bankofscotland.co.uk/business-home/legal/personal-and-business-data.html. In addition, the **Service** may from time to time also provide further information about how **your** data is collected and used by **us**.
- 22.2 If **you** provide consent to a **Payment Services Provider** to access **your Account Data** so they can provide account information services or initiate transactions on **your** behalf, **you** consent to **us** sharing **your** information (which may include personal data relating to authorised users) with the **Payment Services Provider** as is reasonably required for them to provide their services to **you**.

Get in touch

 bankofscotlandbusiness.co.uk

 0345 300 0268

7am-8pm Monday to Friday, and from 9am-2pm on Saturday, excluding UK public holidays

 Visit your local branch

Our service promise

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

If you'd like this in another format such as large print, Braille or audio CD please contact us.

If you have a hearing or speech impairment you can use Relay UK. More information on the Relay UK Service can be found at www.relayuk.bt.com

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 169628.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies. More information on Lloyds Banking Group can be found at lloydsbankinggroup.com
Information correct as at: April 2021.



**BANK OF
SCOTLAND**