Digital Banking Services Terms and Conditions

For Business Customers

This is an important legal agreement which covers significant matters affecting the way your bank accounts will be operated. You should read these Conditions (described below) carefully. Please call the Business Internet Banking Helpdesk if you wish any further information or if there is anything you do not understand before applying to use Digital Banking Services (if you are the customer) or before first using the Digital Banking Services.

When delegating authority to conduct internet banking to anyone else, risks such as fraud, misuse, the need for security precautions and dual/multiple authentication must be carefully considered. If you have any concerns we recommend that you seek independent legal advice before proceeding.

Terms and Conditions

SECTION A
DIGITAL BANKING SERVICES - UNIVERSAL TERMS AND CONDITIONS

1. Who we are

1.1 These Digital Banking Services for Business Customers Terms and Conditions (**"Conditions"**) between you and us, sets out the terms and conditions which apply to the use of Digital Banking Services (described below) by you.
In these Conditions when we talk about **"Clydesdale"**, **"Yorkshire"**, **"Bank" "we"**, **"us"** and **"our"** we mean Clydesdale Bank PLC, Registered in Scotland (No SC001111) with Registered Office 30 St Vincent Place Glasgow G1 2HL.

When we talk about **"you"** or **"your"** we mean the business in whose name your business bank account (**"Account"**) is maintained by us.

In accordance with Condition 5, if you delegate responsibility to manage your Account using any Digital Banking Service to any other person or person(s) you will be liable for everything they do using any Digital Banking Service.

2. What are Digital Banking Services?

2.1 These Conditions cover use by you of the following services provided by Clydesdale Bank PLC (whether via Clydesdale or Yorkshire):
- 2.1.1 Telephone Banking;
- 2.1.2 Business Internet Banking;
- 2.1.3 Our Banking Apps;

2.2 In these Conditions we use the term **"Digital Banking Services"** to cover all the above and each one is a **"Digital Banking Service"**.

2.3 The terms set out in Section A of these Conditions (Digital Banking Services – Universal Terms and Conditions) apply to all Digital Banking Services. In addition to these general conditions:
- 2.3.1 if you are using Telephone Banking, the terms in Section B apply;
- 2.3.2 if you are using Business Internet Banking, the terms in Section C apply; and
- 2.3.3 if you are using the Banking Apps, the terms in Section D apply.

2.4 These Conditions work alongside the terms and conditions for the business Account in your name which we allow you to use with the Digital Banking Services (e.g. the terms for your business current accounts or business savings accounts. We refer to those terms as the (**"Product Conditions"**). For example, if you use the Banking Apps conditions set out in Section D below they work alongside the Product Conditions and the Business Banking Tariff for Accounts and any other Account we allow to be used with the Banking Apps. If there's a conflict between these Conditions and your Product Conditions, your Product Conditions will take precedence. You can find copies of your Product Conditions on our website.

2.5 You should read these Conditions carefully before accepting them. You may wish to print them and keep them safe for future reference. A copy of these Conditions will be available on our website. If you've any questions about these Conditions, please contact the Business Internet Banking helpdesk. You can get in touch by visiting a branch or calling the phone numbers on our website at the **"Contact Us"** or **"Help and Support"** sections.

2.6 By applying for access to our Digital Banking Services, you confirm you have suitable authority in accordance with your organisation's constitutional documents (e.g. Memorandum and Articles of Association or Partnership Agreement) to enter into and be bound by these Conditions.

3. Who can use the Digital Banking Services

3.1 To use any of the Digital Banking Services you must have an eligible Account with us which we agree can be used with the relevant Digital Banking Service. In addition:
- 3.1.1 To register and use the Banking App with your eligible business Account you must be over eighteen (18) years old and you must have a compatible mobile phone and/or tablet to access the full range of features (in these Conditions we call these **"Devices").**
- 3.1.2 To register for and use Business Internet Banking you (and any nominated Corporate Administrator, as defined in Condition 1.3 of Section C) must be eighteen (18) years or older. Any appointed Additional Users, as defined in Condition 1.3 of Section C must be sixteen (16) years or older to be registered for and use Business Internet Banking.
- 3.1.3 To register for and use Telephone Banking you (and any appointed Nominated User (as defined in Condition 1.2 of Section B) must be over eighteen (18) years old.
- 3.1.4 If you want to receive SMS Alerts you must have a mobile number and register these details with us.

4. Keeping your Account Safe

4.1 When you set up any Digital Banking Service you will need to set up security passcodes, passwords or passphrases and similar in order to keep your account secure from unauthorised access. In these Conditions we call these your **"Security Details"**. As long as our systems have checked your (or any appointed Authorised User) identity by verifying Security Details we will assume that we are dealing with you and that you have agreed to us disclosing information to you and acting on any instruction without getting further confirmation from you.

To authenticate information, you (or any appointed Authorised User) will need to use a Security Device. A **"Security Device"** means, any Devices (including software and/or hardware), token, card, digital certificate or procedure in any format or media as may be upgraded and substituted which we issue to you and which may be used alone or in conjunction with your confidential password and your unique identification user id to access and use Business internet banking. A Security Device is part of the Security Details.
Security Details will be needed when using Digital Banking Services.

4.2 We will never contact you and ask for any characters from your passwords in any circumstances. If asked to do this, you must refuse to reveal the requested information and contact the Business Internet Banking helpdesk immediately. If we need to contact you by telephone we will only use the following means to ask you to authenticate yourself to us:

If you use a mobile Banking App authentication

4.2.1 we will ask you to provide confirmation detailed on the mobile Banking App screen; or

If you use a security token

4.2.2 we will ask you to provide a number generated by selecting option 1 on your Security Device. Please note: we will never ask you to provide us with details of a number generated by selecting option 3 on the Security Device. If asked to do this, you must refuse to reveal the requested information and contact the Business Internet Banking helpdesk immediately. Option 3 should only ever be selected by you when you are using Business Internet Banking service and you are requested to do so in order to make a payment or to set up details for a future payment

4.3 You (and any Authorised User) agree:

4.3.1 not to give your Security Details to anybody or share security information in full (even if it looks like we may have asked you for them) and to keep your account secure if using a Third Party Provider (TPP) you should ensure they are genuine. Genuine TPP are authorised or regulated by the Financial Conduct Authority or an equivalent European regulator;

4.3.2 not to write down or store in any Device your Security Details in a way that they could be understood by anyone else;

4.3.3 to make sure no-one else sees you enter your Security Details when you're using a Digital Banking Service;

4.3.4 to follow all instructions or **"Alerts"** (such as emails, push notifications and SMS messages) which come from us; and

4.3.5 to check your account records carefully.

4.4 You must tell us as soon as you can if:

4.4.1 someone else knows your Security Details (or you think they may do);

4.4.2 you see any mistakes or unauthorised payments in or out of your account; or

4.4.3 you think someone else has or has tried to get into your Account.

4.5 If any of the above happens, you should change your Security Details:

4.5.1 for the Banking Apps, from within the Banking App using another registered Device or by calling our Business Internet Banking helpdesk;

4.5.2 for Business Internet Banking, by using the options on the Business Internet Banking website; and

4.5.3 for Telephone Banking, by calling us immediately to select new telephone Security Details.

4.6 You must call us as soon as you can if your mobile, tablet, laptop or computer that you use with a Digital Banking Service (or which syncs to your Device) has been lost, stolen or fraudulently accessed.

4.7 We may ask you to change your Security Details for operational or security reasons.

5. Authorised User

5.1 Subject to Condition 3 above, you'll be able to nominate other people to use any of the Digital Banking Services for you in accordance with these Conditions and the specific Conditions for each Digital Banking Service and Product Conditions (**"Authorised User"**).

5.2 An Authorised User who has been nominated and appointed by you may use the Digital Banking Service(s) in the same way as you can (provided this does not conflict with any restrictions you or we place on the Authorised User from time to time).

5.3 We will assume that anything an Authorised User does using the Digital Banking Services has been authorised by you. You are responsible for everything done by any Authorised User you've authorised to access or use an Account for you (on or after you open the Account) even if they do something that's outside the scope of the authority you gave them.

5.4 An Authorised User will require to have their own separate Device and Security Details to access any Digital Banking Service.

6. Fees and charges

6.1 We will not charge you to use Telephone Banking service or our Banking App. However, charges do apply for using certain services and these are set out in the Tariff (as defined in the Product Conditions).

6.2 Our charges for use of Business Internet Banking are published in the Tariff. These charges are in addition to our charges for the provision of particular Accounts or maintenance and administration functions, which are also published in the Tariff. Charges for any special services not included in the Tariff are available on request. You agree to pay any charges we may levy in accordance with the Tariff and agree that these may be debited against the Account you specified when you applied for Business Internet Banking.

6.3 There may be other fees imposed by your communications service (e.g. telephone, mobile network or Wi-Fi provider) for using Telephone Banking, Business Internet Banking or Banking App and receiving alerts whether in the UK or abroad. You are liable for any charges imposed by your communications services as a result of the use of Business Internet Banking.

7. Automated Electronic Payments

7.1 You can instruct us using any Digital Banking Service to transfer money between any of your Accounts that can be used on the relevant Digital Banking Service or to make automated payments on your behalf. You are responsible for all the instructions authorised by you using the Digital Banking Services as well as those made by another person with your knowledge or consent (including any Authorised User).

7.2 For further details on payments, transfers, cut-off times and our liability to you please refer to your Product Conditions for your Account.

7.3 You are responsible for ensuring that all instructions provided via the Digital Banking Services are correct and complete. We accept no liability for any loss or delay where the details provided on Internet Banking are incorrect or incomplete, although if your payment has been incorrectly executed as a result of this, we will use reasonable efforts to recover your payment. We may charge you a fee to cover our reasonable costs for doing this.

8. Availability

8.1 You can usually use the Digital Banking Services at any time but sometimes repairs, updates and maintenance on our systems and those of our suppliers may mean that some of the features may be slower than normal or temporarily unavailable. We won't always be able to let you know when a Digital Banking Service won't be available and we won't be responsible for any losses you suffer as a result of such unavailability or where the Digital Banking Service is not working properly for other reasons outside of our control.

8.2 If a Digital Banking Service is not available it's up to you to use other ways to make your transactions or obtain/ give information to us (e.g. by using another Digital Banking Service or visiting in-branch).

8.3 The Money Management service within Business Internet Banking (e.g. future projections) looks at your historic behaviour and estimates your future actions based on that information. Any illustrations, projections and automatic **"tagging"** of any transactions are only indicative and are based on the information provided by you and your past transactions. It does not constitute legal, tax, investment or financial advice.

9. Unauthorised, Incorrect or Failed Payments

9.1 Unauthorised, incorrect or failed payments from any Account you (or any Additional User) use with the Digital Banking Services will be dealt with as set out in the relevant Product Conditions together with Condition 9.2 below.

9.2 If unauthorised payments are made from your Account and you (or any Additional User) have either deliberately or by being grossly negligent failed:

9.2.1 to keep your Device or Security Details secure (in the ways mentioned in the **"Keeping your Account safe"** section above); or

9.2.2 to tell us as soon as possible on becoming aware that your Device or Security Details have been compromised or misused.

we won't refund any payments and you may be responsible for all losses that were made before you tell us that the Device or Security Details have been compromised or misused.

9.3 If we make a refund to you under this Condition 9 and we subsequently discover that you were not entitled to a refund, we may debit the amount of the payment from your Account to restore your Account to the position it would have been in had the refund not been made. This will take effect from the original date the payment was debited to your Account.

9.4 Please refer to your Product Conditions for additional guidance on unauthorised, incorrect or failed payments.

10. Changes to the Digital Banking Services Conditions

10.1 When you sign up for a Digital Banking Service you must accept the Conditions for using that Digital Banking Service.

10.2 Each Digital Banking Service may be updated without changes to these Conditions and you (or your Corporate Administrator) should log into or access the Digital Banking Services regularly to check what may have changed.

10.3 The Digital Banking Services may also be updated in a way that makes a change to these Conditions such as withdrawal of any maintenance and administration functions from Business Internet Banking or introduce or change charges for the Digital Banking Services (including changes to the frequency or dates of payment). If that happens, we will notify you at least two months before the change is made, unless it has to be changed sooner to meet a regulatory requirement (such as any law, rules made by the Financial Conduct Authority, Prudential Regulation Authority or other regulatory body, a decision made by a court, ombudsman or similar body, or any industry guidance or codes of practice we have to comply with).

10.4 For the purposes of Clause 10.3, in respect of Money Management any notices of changes will be issued to your nominated Corporate Administrator only.

10.5 You grant the Corporate Administrator as set out in Clause 10.4 authority to accept the change(s) proposed by us on your behalf, as long as we provide notice of a change (which could include notification on screen when they next log into use Money Management). The Corporate Administrator will be treated as accepting the change on the date the change is to come into effect. If the Corporate Administrator accepts the changes, you agree to be bound by them.

10.6 If you (or your Corporate Administrator) don't agree to the changes, you can stop using that Digital Banking Service whenever you like. Unless you choose not to accept the change and stop using the Digital Banking Service before the change is made, we will assume you've accepted the change.

11. Removing access to Digital Banking Services

11.1 We may stop you using a Digital Banking Service immediately if:
- 11.1.1 your Account or the Digital Banking Service is at risk;
- 11.1.2 we suspect there's unauthorised or fraudulent use;
- 11.1.3 there's a risk that you won't be able to repay any credit you've been given; or
- 11.1.4 you ask us to stop your use at any time.

11.2 If you're stopped from using a Digital Banking Service, you'll be told beforehand or as soon as possible afterwards.

11.3 We may stop you from using a Digital Banking Service (and cancel these Conditions) for any other reason by giving you two months' notice.

11.4 We may remove your access to a Digital Banking Service immediately if:
- 11.4.1 you're made bankrupt or you enter into a voluntary arrangement with the people you owe money to;
- 11.4.2 you seriously or persistently breach these Conditions;
- 11.4.3 we reasonably believe that someone else may have rights over funds in the Account (for example another joint account holder) or there's a dispute; or
- 11.4.4 your Account is closed or if you no longer have a product covered by the Digital Banking Service.

12. Your right to cancel

12.1 You can cancel these Conditions without charge at any time by notifying us in writing or by calling the Business Internet Banking Helpdesk. You can get in touch by calling the phone numbers on our website at the **"Contact Us"** or **"Help and Support"** sections.

13. Other Information

13.1 You may not assign or transfer you rights or obligations under these Conditions unless we agree to it in writing. We may at any time assign or transfer all or part of our rights and/or obligations under these Conditions (including our right to payment of any money you owe) to any person. We can also disclose information held about you to such a person as far as reasonably necessary to help with the actual or potential assignment. Your rights under these Conditions and your legal rights will not be affected.

13.2 We can enforce these or any other rights at any time, even if we haven't insisted on enforcing them in the past.

13.3 If your address when you take out these Conditions is in Scotland, Scots law will apply to the contract between us. If your address is elsewhere, English law will apply.

13.4 These Conditions are written and available only in English and you'll be communicated with in English regarding these Conditions and the Digital Banking Services.

13.5 Clydesdale Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121873.

14. How we can contact each other?

14.1 We and you may contact each other by post, telephone, email or other digital means e.g. a secure internet chat function.

14.2 You can send important notices, consents and other communications in writing to our registered office 30 St Vincent Place, Glasgow, G1 2HL unless we tell you otherwise or its's specified in these Conditions. If you have any queries about any of our Digital Banking Services please call the Business Internet Banking Helpdesk. You can get in touch by calling the phone numbers on our website at the "Contact Us" or "Help and Support" sections.

14.3 So that we can keep you informed of changes to the Digital Banking Services and anything else impacting the Digital Banking Services we will ask you to provide us with your email address and let us know if it changes. We won't use this email address to send you marketing communications unless you have given us permission to do that.

15. Information about you

15.1 Your privacy is important to us. Our Fair Processing notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. Please note this notice is also available to view online at cbonline.co.uk/privacy and at ybonline.co.uk/privacy and could be updated from time to time.

16. Complaints

16.1 If you're not happy with any product or service you've received please contact us (using the phone numbers on our websites) or at your local branch in person or in writing.

16.2 You can also get in touch with our complaints team whose up to date details can be found on our website or in the compliant handling leaflet which is available in branch. If our complaints team is unable to resolve your compliant within eight weeks or you're not satisfied with their response you may be able to refer the matter to the Financial Ombudsman Service.

16.3 You can find further details on the Financial Ombudsman Service website: www.financial-ombudsman.org.uk. There's no fee for raising a complaint. Their address is: Financial Ombudsman Service Exchange Tower, London E14 9SR; or by Phone: 0300 123 9 123 or 0800 023 4567

16.4 If your complaint is in relation to products or services purchased online you may be able to complain via the Online Dispute Resolution Platform (ODR platform). As this platform will ultimately re-direct your complaint to the Financial Ombudsman Service you may prefer to contact us or the Financial Ombudsman Service directly in the first instance using the details noted above. Further details on the ODR service and access to the ODR platform can be found on their website www.ec.europa.eu/odr

17. Who is responsible for any losses that may arise?

17.1 We will not be liable if we are unable to perform our obligations under these Conditions due (directly or indirectly) to:
- 17.1.1 abnormal and unforeseeable circumstances which are outside our (or our agents' and/or subcontractors') control, which would have been unavoidable despite all efforts to the contrary, including (but not limited to), shortages in the availability of personnel caused by epidemic, or the failure of any machine, data processing system or transmission link; or
- 17.1.2 our compliance with a requirement of UK or European Community law or as a result of any local laws in any other jurisdiction which prevent or restrict our ability to perform our obligations.

17.2 We will not be liable for any loss of profits or loss of goodwill, any form of special damages, or for any indirect losses in connection with performance of these Conditions (whether or not those losses were reasonably foreseeable). A loss is foreseeable if it is an obvious consequence of such failure or if it was contemplated by you and us at the time we entered into these Conditions.

17.3 We will only be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused either by you or an Additional User's use of Digital Banking Services where such loss or damage is directly and solely caused by our gross negligence or wilful misconduct.

17.4 Nothing in these Conditions shall limit our liability to you for fraud or negligence by us or our officers or employees resulting in death or personal injury. All conditions, warranties, terms and undertakings express or implied, statutory or otherwise, in respect of the provision of the Digital Banking Service or otherwise are hereby excluded.

17.5 We do not warrant that Digital Banking Services will meet your business requirements nor that its operation will be uninterrupted, always accurate, free of error, nor that any information is current and up-to-date at the time it is accessed. It is likely that there will be a short period of down time each day, usually outside normal business hours, when all or part of Internet Banking is not be available.

17.6 Subject to the Product Conditions, you agree to pay or reimburse us, in full for all costs, loss and damage of any kind which we, may suffer arising from any claims, actions or proceedings as a result of acting in accordance with these Conditions. This includes any costs arising in another country where you ask us to make an international payment.

17.7 Where the Customer is a partnership, the firm and each partner shall be jointly and severally liable to the Bank.

SECTION B
TELEPHONE BANKING TERMS AND CONDITIONS

These terms and conditions apply to your use of Telephone Banking (in addition to the terms set out in Section A (Digital Banking Services – Universal Terms and Conditions).

1. Use of the Telephone Banking Service

1.1 For Telephone Banking you agree to these Conditions when you complete the registration process and we confirm to you that the Telephone Banking service is available to use.

1.2 Upon successful registration for Telephone Banking you must nominate a person or persons (**"Nominated User"**) to access and operate on your nominated Accounts in line with the Access Levels (defined below)

Access level 1 Nominated User	Access level 2 Nominated User
Access to balance enquiry	Access to balance enquiry
Transaction enquiry	Transaction enquiry
Statement request	Statement request
Cheque book request	Cheque book
Instruct us to make Bill payments	
Instruct us to transfer funds	

1.3 Once you've appointed a Nominated User(s) and authorise the bank to permit the Nominated User(s) to utilise the telephone banking service to access and operate the nominated Accounts they will have the capabilities outlined under each Access level.

1.4 A Nominated User is not permitted to add or remove registered Accounts or Bill Payees or to nominate further users.

1.5 By registering for Telephone Banking you authorise and using Telephone Banking service you understand and authorise that any financial transaction undertaken will be on the sole authority of the person using Telephone Banking, notwithstanding the authority contained within the bank mandate.

SECTION C
BUSINESS INTERNET BANKING TERMS AND CONDITIONS

The terms and conditions in this section apply to your use of Business Internet Banking (in addition to the terms set out in Section A (Digital Banking Services – Universal Terms and Conditions).

1. Use of the Business Internet Banking Service

1.1 For Business Internet Banking you agree to these conditions from the point you accept these conditions and we make Business Internet Banking available to you.

1.2 We may limit the number of Accounts that can be accessed using Business Internet Banking. Certain Accounts cannot be accessed using Business Internet Banking – please ask us for details.

1.3 When you apply for Business Internet Banking you must nominate at least one person or persons to access and operate on your Accounts and undertake all tasks in connection with the administration and maintenance of Business Internet Banking for you who must be eighteen (18) years or older (**"Corporate Administrator"**). Subject to any transaction limits set by us and to any approval limits you set when you apply for Business Internet Banking, when Business Internet Banking is activated the Corporate Administrator will have:

- 1.3.1 full access to, and control of, all Accounts associated to your business;
- 1.3.2 authority to register, grant access, set limits and allocate certain maintenance and administrative functions (**"Functionalities"**) to an Additional User, who must be sixteen (16) years or older, in order to assist with the administration and maintenance of the selected Accounts in Business Internet Banking on behalf of the Customer (**"Additional User"**);
- 1.3.3 authority to set and vary payment approval limits for Additional Users;
- 1.3.4 authority to agree on your behalf any matter relating to the Functionalities selected by you; and
- 1.3.5 authority to agree on your behalf any matter relating to changes in these Conditions, in accordance with Section A, condition 10.3.

1.4 A payment is authorised through Business Internet Banking if your Security Details (including password and/or Security Device) are used by you, or someone you or your Corporate Administrator (including third party provider) has shared these with, without us having to check the authenticity of that instruction or the authority of the person or persons giving it.

1.5 Access to Business Internet Banking will be denied if you repeatedly enter incorrect Security Details. If this occurs, you should contact our Business Internet Banking Helpdesk.

1.6 Details of how to use Business Internet Banking is described on screen. Any Corporate Administrator and/or Additional User (together **"Authorised Users"**) should refer to any terms, obligations, or notices we make available to them when they use Business Internet Banking.

1.7 These Conditions authorise us to accept and act on instructions received from any Authorised User in accordance with these Conditions.

1.8 Subject to Condition 7 in Section A Universal Terms and Conditions, payments made using any external payment system such as Faster Payments, and if available Bacs, SWIFT, SEPA and CHAPS will be processed according to the terms and conditions applying to the use of those systems.

1.9 Business Internet Banking is only available to customers which (in the case of Limited Companies or Limited Liability Partnerships) are registered or (in the case of all other eligible businesses) have their main place of business in the United Kingdom (unless we have expressly agreed otherwise), and subject to such further terms and conditions as may be necessary or desirable.

1.10 If you are a sole trader, partnership, company or other organisation who, when the Account was opened had 10 or more full time employees and an annual turnover of more than 2 million Euro (or sterling equivalent) (**"Large Enterprise"**), you agree that certain provisions of the Payment Services Regulations 2017 will not apply to these Conditions. Please refer to your Product Conditions which set out the different approach we take in relation to unauthorised use of Internet Banking and incorrectly executed payment transactions for a Large Enterprise.

2. Obligations

2.1 We will write to Authorised Users, using the email address provided and noted on our system explaining their obligations when using Business Internet Banking and what we will do with their data.

2.2 If you want to use the Money Management service, you grant the Corporate Administrator authority to enter into Money Management service on your behalf. If the Corporate Administrator accepts the Money Management Terms and Conditions, as may be amended from time to time you agree to bound by them. The Money Management Terms & Conditions can be accessed on our Business Internet Banking website page or by contacting the Business Internet Banking helpdesk.

3. Limits set by us

3.1 We may set and vary from time to time any limit on the amount which may be transferred in a transaction (or in different types of transaction), or in a series of transactions instructed through Business Internet Banking. We set these limits to protect your Accounts and us. These limits can be found on our website. You or your Corporate Administrator may contact us to request a change to the limits set within Business Internet Banking by calling the Internet Banking helpdesk. We will endeavour to comply with any reasonable instruction and will inform you if they are not.

Approval limits set by Corporate Administrator for Additional User(s)

3.2 A Corporate Administrator within Business Internet Banking can set:

- 3.2.1 the maximum value of payments according to transaction type which can be made from your Accounts using Internet Banking; and
- 3.2.2 a limit on the amount which any Additional User may transfer in a transaction, or in a series of transactions instructed by that Additional User through Internet Banking.

3.3 Any limit set under Condition 3.2 cannot exceed a limit set by us under Condition 3.1.

Additional User authorities set by a Corporate Administrator.

3.4 A Corporate Administrator's powers to set, vary and remove the Additional User's Functionalities and to set any payment limits are subject to any limits set by us or the Corporate Administrator under Conditions 3.1 or 3.2.

3.5 A Corporate Administrator cannot create, remove, or vary the authorities of any other Corporate Administrators.

4. Third Party Providers

4.1 The Authorised Users may authorise certain types of regulated businesses to access and collate information regarding your Account, or initiate payments to third parties from your Account without using your debit or credit card details (**"Third Party Provider"**). You may share information regarding your Business Internet Banking with a Third Party Provider whom you wish to authorise to act in respect of your Account.

4.2 Provided they act in accordance with regulatory requirements, we will treat any instruction from a Third Party Provider as if it was from the party that authorised them. We may establish a specific means of access by which we require Third Party Providers to access your Account.

4.3 To keep your Accounts secure when using a Third Party Provider you should ensure that they are genuine. Genuine Third Party Providers are authorised or registered by the Financial Conduct Authority or an equivalent European regulator.

4.4 If you share your details with an authorised Third Party Provider they will be able to see all of your selected Accounts appearing on Business Internet Banking and we will not have any control over how your data is used by this Third Party Provider.

4.5 An Authorised User that wishes to use a Third Party Provider will only be able to authorise it to carry out those Functionalities that the Authorised User themselves may carry out. For example, if an Authorised User only has access to view Account information, a Third Party Provider they authorise won't be able to make payments, but may access information on your Account. If you do not want an Authorised User to be able to authorise a Third Party Provider, you should remove their access to Business Internet Banking.

4.6 You consent to us sharing your information (which may include personal information relating to an Authorised User) with Third Party Providers as is reasonably required by them to provide their services.

4.7 If you, or an Authorised User think a payment may have been made incorrectly or is unauthorised you (or the Additional User) must tell us immediately. We may stop a Third Party Provider from accessing your Account if we are concerned about unauthorised or fraudulent access by them. We will inform you of this unless to do so would be contrary to applicable law or regulations, or compromise our reasonable security measures.

5. Security requirements

5.1 In addition to the terms set out in the **"Keeping your account safe"** section above, with Business Internet Banking you also agree:

- 5.1.1 You must not allow any person who is not an Authorised User to use Business Internet Banking on your behalf, other than authorised Third Party Providers.
- 5.1.2 You will have sole responsibility for establishing, maintaining and reviewing your internal security arrangements concerning access to, and use of Business Internet Banking.
- 5.1.3 You should take account of the risks of single user authorisation and consider only giving the Additional User(s) transaction authorisation wherever practical.

5.2 You will ensure that you and any Authorised User using Business Internet Banking agree:

- 5.2.1 to always access Business Internet Banking through a computer or Device that has security software installed such as a firewall, anti-spyware and anti-virus software applications. It's your responsibility to make sure that all security software operating systems and browsers are maintained and updated on a regular basis;
- 5.2.2 to keep the computer used to access Business Internet Banking safe;
- 5.2.3 to always access Business Internet Banking log in website page and related bank website pages by entering its website address via a web browser (unless we notify you otherwise);
- 5.2.4 to never access Business Internet Banking log in website and related bank website pages from a link in an email or SMS message, always go back to the original sites provided or site information supplied at the time of registration;
- 5.2.5 to comply with all instructions we issue to you from time to time about internet banking security including that displayed and accessible on our website in the section entitled **"Security"**;
- 5.2.6 to keep Security Details secure and secret at all times and take precautions to avoid them being lost, damaged or used in any unauthorised way, including keeping Security Details secret from anyone else; and
- 5.2.7 to change passwords regularly (and at any time that a suspected breach of security has occurred).

5.3 You (or any Authorised User) will ensure to inform us immediately if there is any suspicion or knowledge that:
- 5.3.1 there has been any unauthorised use of you and/or Authorised User's Security Details; or
- 5.3.2 any unauthorised person knows Security Details including a password or user ID for Business Internet Banking or has access to any Security Devices; or
- 5.3.3 a Security Device has been lost or stolen; or
- 5.3.4 there has been any wrongdoing by an Authorised User relating to the use of Business Internet Banking.

Details of how to give us notice are set out in section A, condition 14.

5.4 You agree to provide us and, where appropriate, the police or our regulators with your full co-operation to investigate any possible breaches of security and/or recover any losses arising from any such breach. You will ensure your Authorised User(s) provides their full co-operation.

5.5 If any Authorised User leaves your business or is otherwise to be removed you must arrange for the Business Internet Banking system to be updated immediately. Until that point any access will be considered authorised. If you require assistance you may contact the Business Internet Banking Helpdesk to request a change.

5.6 We shall not be liable for any impairment, damage to or reduction in the performance of any computer system or any part of it by the installation of or use of any browser version, Security Device or other matters required to access Business Internet Banking.

6. Security Devices and Security Details

6.1 Subject to section A condition 4, payment authentication within Business Internet Banking will be defaulted to a mobile Banking App Authentication (as defined below) unless you specifically request a Security Token (as defined below). In these Conditions when we mention a mobile Banking App Authentication we mean a type of two-factor authentication to authorise or decline payment instructions relating to your Account which is actioned using a registered preferred Device through the Bank's Banking App (**"mobile Banking App Authentication"**). When we mention a Security Token we mean a device that produces a new, secure and individual PIN for each use which will be required to be inserted on-screen (**"Security Token"**).

6.2 When making payments using Business Internet Banking:
- 6.2.1 if a mobile Banking App Authentication is used your Authorised User(s) (subject to having appropriate Functionalities) will be required to follow the instructions presented to them on their own linked Device screen; or
- 6.2.2 if a Security Token is being used, then in order to generate a number, your Authorised User(s) must select the correct option on their Security Device. There are currently two options you will use on a Security Device, known as option 1 and option 3. Brief details of each option and the circumstances in which it should be selected are given in condition 6.4 below. Further details can be found on Business Internet Banking website. Each Security Device is issued to a named Authorised User. We retain ownership of these Security Devices. On our request, or on termination of these Conditions, you will return them to us in the same condition that you received them (other than fair wear and tear).

6.3 We will never contact your Authorised User(s) and ask for any characters from passwords in any circumstances. If asked to do this, you must instruct your Authorised User(s) to refuse to reveal the requested information and contact the Business Internet Banking helpdesk immediately.

6.4 If we contact your Authorised User(s) by telephone and ask for them to authenticate themselves to us, we will do this by:
- 6.4.1 if a mobile Banking App Authentication is used, we will ask them to provide confirmation detailed on the mobile Banking App screen; or
- 6.4.2 if a Security Token is used, we will ask them to provide a number generated by selecting option 1 on their Security Device. Please note: we will never ask an Additional User to provide us with details of a number generated by selecting option 3 on their Security Device. If asked to do this, an Additional User should refuse to reveal the requested information and they should contact the Business Internet Banking helpdesk immediately. Option 3 should only ever be selected by an Additional User when the Business Internet Banking service requests in order to make a payment or to set up details for a future payment.

6.5 We will cancel or suspend access to Business Internet Banking as soon as the Corporate Administrator has informed us of the loss or theft of a Security Device.

6.6 We will also cancel or suspend access to Business Internet Banking which is being gained using your Authorised User(s) Security Details where you request this.

7. Fees and charges

7.1 Subject to Condition 6 – Universal Terms and Conditions, we reserve the right to make additional charges for a Security Token to be replaced because it is lost, damaged, faulty, malfunctioning or as a result of any breach of Condition 5 above. We may charge a fee for each replacement.

8. Our obligations

8.1 In addition to our other obligations under these Conditions we will use reasonable skill and care to protect the integrity and security of Business Internet Banking and to prevent any unauthorised access as defined in the Computer Misuse Act 1990 (as amended). If properly used, Business Internet Banking is a more secure channel of communication than unencrypted internet emails. However, even then, there is a small risk of unauthorised access and you acknowledge that you accept this risk.

9. Your obligations

9.1 In addition to your other obligations under these Conditions you will:
- 9.1.1 ensure that your Authorised User(s) is instructed to read their User Terms and make sure they understand their obligations before using Internet Banking; and
- 9.1.2 ensure that both you and any Authorised User are aware of and adhere to the security requirements set out in these Conditions.

9.2 If Business Internet Banking is accessed from outside the UK by any of your Authorised User(s), you are responsible and will ensure they comply with those local laws and regulations as to the use of Business Internet Banking.

9.3 We'll do all we reasonably can to prevent unauthorised access to your Accounts through Business Internet Banking. You're responsible for ensuring your Authorised User(s) also act reasonably to prevent misuse of your Account(s) through Business Internet Banking.

10. Intellectual property rights

10.1 Nothing in these Conditions transfers, or creates an obligation to transfer, any intellectual property right (IPR"). Other than as expressly stated in this Condition 10, nothing in these Conditions creates a licence of, or an obligation to grant a licence of, any IPR.

10.2 We hereby grant to you a non-exclusive, non-transferable licence to access and use Internet Banking solely to access and use the maintenance and administrative functions.

SECTION D
BANKING APP TERMS AND CONDITIONS

The Conditions in this section apply to your use of our Banking Apps (in addition to the terms set out in Section A (Digital Banking Services – Universal Terms and Conditions).

1. Using the Banking Apps

1.1 We may change the supported versions of the operating system at any time and some features may not be available on all platforms or operating systems. You agree that you won't download a Banking App from anywhere other than a store approved by us and your Device provider(s) neither will your nominated Authorised Users. You also agree that you (nor your Authorised User) won't install a Banking App on a rooted or jail-broken Device or on a Device that's had the software or hardware modified from the manufacturer's specifications or has had its security features bypassed. You also agree you (nor any Authorised User) will not use a Banking App on a Device running operating system that is not generally available and supported on Devices (such as a beta or pre-release operating system).

1.2 You can register your Banking App on multiple Devices, however we will only send any SMS messages (including Alerts) to your registered mobile number. We will only communicate to your Authorised User's registered mobile number.

1.3 When a Banking App is updated you will need to download the updated version before you can use the Banking App again (your Device may be set up to do this automatically).

2. Security

2.1 In addition to the terms set out in the **"Keeping your account safe"** section A condition 4 above, with the Banking Apps you also agree:
- 2.1.1 to keep your Device safe;
- 2.1.2 before you sell or give your Device to another person to delete or uninstall all Banking Apps and associated Digital Banking software from your Device and change your Banking Security Details to ensure personal information is not inadvertently divulge to a 3rd party; and
- 2.1.3 to keep your Device up to date with the latest operating system.

2.2 You should also lock your Device with a PIN or password or fingerprint login or similar biometric security checks on your Device to prevent unauthorised access to your Device and, where appropriate, install anti-virus or anti-malware software.

2.3 If your Device allows you to use a fingerprint or similar personal identifier to access your Device or an app then only your fingerprint or similar personal identifier should be used and stored in the Device. Otherwise there is a risk someone else could access the Banking App. If you allow other people to access your Device with their fingerprint or similar personal identifier you are responsible for anything they do using the Banking Apps.

2.4 Always exit the Banking Apps securely by clicking **"Log out"** on the menu. When you've been logged in but haven't done anything for a short period of time or if you've been using the Banking App for more than 60 minutes you'll be automatically logged out.

2.5 You must remind your Authorised Users of these obligations.

3. Transferring money between Accounts and making payments

3.1 Once you have instructed a payment or transfer and confirmed on-screen when asked you won't be able to cancel it (unless the payment or transfer is future dated).

4. Mobile Cheque Deposits

4.1 Where available, the Mobile Cheque Deposit feature will allow you to make deposits by capturing an image of the front and back of a cheque that's payable to you, then delivering the images and associated deposit information directly and securely to us. We'll send you an SMS notification as soon as we can to let you know if we've accepted or rejected the deposit. Additional information can be found in the frequently asked questions, and your Product Conditions also apply, both of which you can find on our websites.

4.2 If you've deposited your cheque using a Banking App before 17:00 on a Business Day, the deposit will be available by 23:59 on the next Business Day (provided the payer has enough funds available to honour the cheque). Where any cheque deposited into your account takes place after 17:00 on any Business Day or at any time on a day which is not a Business Day, it may not be processed until the following Business Day. In these circumstances, the following Business Day shall be treated as the date of deposit.

5. Licensing behind the Banking App

5.1 We give you a non-transferable, non-exclusive licence to use the Banking App (and any future updates of the Banking App that will be made available to you) but you must comply with the restrictions on use set out in this section D. This licence is for your own personal banking use and you must not try to transfer the Banking App or make it available to anyone else or use it on any Device that does not belong to you and is not registered with us.

5.2 You must not remove or tamper with any copyright notice attached to or contained within the Banking App. You also agree that all ownership of the Banking App (and the software used by it) remains with us (or our licensors).

5.3 You must not copy, modify, alter or adapt any part of the Banking App or anything contained in it (including any source code).

5.4 By downloading and installing the Banking App you accept the terms of this licence. This licence begins when you install the Banking App on your Device and will terminate automatically when:

- 5.4.1 you uninstall the Banking App on your Device;
- 5.4.2 we end your use of the Banking App; or
- 5.4.3 you fail to comply with these Conditions.

5.5 Some third parties may have the right to enforce some of these Conditions against you (and you accept that by agreeing to these Conditions). These may include:

- 5.5.1 your mobile Device provider;
- 5.5.2 Apple, and Apple's subsidiaries;
- 5.5.3 your communication services provider; and
- 5.5.4 any provider of the hardware or software your Device uses.

5.6 Portions of the Banking App utilises open source software. The terms of any open source licence covering the software may override some of these Conditions. For more information (including applicable licence terms) please visit our Help Centre in the Banking App.

6. Extra Conditions For Apple Devices

6.1 If you're using a Banking App on an Apple Device the following terms and conditions will apply. If there is a conflict between the terms below and the other terms in these Conditions, the terms below will prevail. If there is a conflict between the terms below and the App Store terms of Service, the App Store Terms of Service will prevail.

6.2 You acknowledge and agree that the licence granted for use of the Banking Apps in these Conditions extends to you and us and that Apple is not responsible for the Banking Apps or their content.

6.3 You acknowledge and agree that, as well as complying with these Conditions, you'll comply with the Usage Rules in the App Store Terms of Service.

6.4 You acknowledge that Apple is not responsible for providing any maintenance and support for the Banking Apps.

6.5 If the Banking Apps fail to conform to warranty provisions, you may notify Apple and Apple may refund the purchase price of the Banking App (if applicable) and to the maximum extent permitted by law Apple will have no other warranty obligation whatsoever in relation to the Banking App and other claims, losses, liabilities, damages, costs or expenses from the Banking App's failure to conform to its warranty.

6.6 You acknowledge and agree that Apple isn't responsible for addressing any claims that you or any third party may have on the Banking Apps, or your possession and/or use of the Banking Apps including (but not limited to):

- 6.6.1 product liability claims;
- 6.6.2 failure to conform to any warranty; and or
- 6.6.3 claims under consumer protection or other relevant legislation.

6.7 You acknowledge and agree that in the event of any third party claim that the Banking App and/or your possession and use of the Banking App infringes its intellectual property rights, Apple shall have no liability and/or responsibility whatsoever to investigate, defend, settle or discharge any such claim.

6.8 You agree that you don't live in a country that's subject to a US government embargo or that has been designated by the US government as a terrorist supporting country. You also agree that you're not listed on any US government list of prohibited or restricted parties.

6.9 **"Apple"** is a trademark of Apple Inc.

7. Termination and deleting the Banking App

7.1 If you wish to terminate your use of the Banking App you may do so by immediately deleting the Banking App from your Device(s) and complying with the requirements set out in these Conditions.

7.2 Subject to Condition 11 of Section A Universal Terms and Conditions, we may also end your use of the Banking App immediately without notice in the event our App or Service is no longer supported on your Mobile Device or operating system.

This document is available in large print, Braille and audio.
Please speak to a member of staff for details.

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