

Online Banking Terms and Conditions

These Terms and Conditions explain your rights and responsibilities and those of Coutts & Co in respect of your use of Online Banking Read Only ('the Read Only Service'), and are in addition to those General Terms and Conditions already provided to you as an account holder.

Please read these Terms and Conditions carefully as they apply in respect of all use undertaken by you via the Read Only Service.

Definitions

In these Terms and Conditions:

Any reference to '**you**' and '**your**' means the client(s) who has/have signed up for the Read Only Service. Any reference to '**we**', '**us**' or '**our**' means Coutts & Co;

'**Account**' means account(s) held by us in your name which are enabled for use with the Read Only Service whether under this application or clause 3.1;

'**Security details**' means the identifying words, codes and numbers agreed between you and us that are used in the security procedure and the security device issued to you;

'**Security Code(s)**' means the security codes you will use when you access the Read Only Service, such as your Online Banking User Name and Passcode;

'**Security Device(s)**' means any security device provided to you as part of the Read Only Service, such as your Passcode Calculator;

'**Working Day**' means any day between Monday and Friday (inclusive) excluding any UK Bank and Public Holidays.

1. Use of the Read Only Service

- 1.1 Completion of the application form does not allow you an automatic right to the Read Only Service and acceptance for the Read Only Service is subject to our discretion.
- 1.2 You will need access to the Internet to use the Read Only Service and you will be responsible for any telephone costs and/or charges made by any Internet Service Provider. We make no guarantees as to the speed, resolution or access to the Read Only Service via the Internet.
- 1.3 If you are a joint account holder, then all the account holders must sign the application form. If a joint account is to be removed from the Read Only Service any one party to that joint account can give the instructions for removal.
- 1.4 You must exit the Read Only Service when leaving your computer terminal unattended and must not allow anyone else to operate the Read Only Service on your behalf.

2. Security

- 2.1 We will use all reasonable endeavours to monitor and maintain the security of the Read Only Service but, due to the nature of the Internet, we cannot guarantee absolute security at all times.
- 2.2 Your Security Codes and Security Devices are used to gain access to the Read Only Service. The Security Codes and Security Devices should not be kept together. Your Security Devices must be kept in a safe place at all times. You must not write down, disclose or reveal the Security Codes to anyone or keep them where they may be discovered.
- 2.3 If you suspect that someone knows or has discovered your Security Codes or Security Devices, you must notify the Online Banking Helpdesk immediately by calling +44 (0) 20 7770 0000 (lines are open 24 hours a day).
- 2.4 You are responsible for the security of any of your data that you download from the Read Only Service onto any hardware or software you may be using.

2.5 It is your responsibility when in countries outside the UK to ensure that use of the Read Only Service is not prohibited by law. Additionally, the Read Only Service currently uses 128-bit encryption technology. The use of such levels of encryption may be illegal in some countries outside the UK.

2.6 We reserve the right to suspend access to the Read Only Service if:

2.6.1 incorrect Security Codes are used to try to access the Read Only Service; or

2.6.2 we suspect that an unauthorised person is attempting to access the Read Only Service; or

2.6.3 any other person has access to the Security Devices; or

2.6.4 in our discretion there is reasonable justification for doing so.

3. Instructions to us

- 3.1 Upon receipt of your request, additional accounts held or opened by you may be included in the Read Only Service. It is agreed that these Terms and Conditions shall apply to any such account.
- 3.2 We reserve the right to reject the Online Banking User Name you have chosen if, in our reasonable opinion, it is inappropriate for the Read Only Service.

4. Liability

- 4.1 We shall not be liable to you for any loss or damage which you may suffer as a result of using the Read Only Service, except where such loss or damage was caused by negligence, wilful default or fraud by us or our employees.
- 4.2 Unless you have acted fraudulently or without reasonable care, you will not be liable for losses caused by a third party which take place through this Read Only service.
- 4.3 We shall not be liable to you for any loss or damage, which may occur through any breach of confidentiality through the use or misuse of this Read Only Service.
- 4.4 You shall be liable to us for any loss suffered by us as a result of any breach of these Terms and Conditions by you, or any fraudulent use of the Read Only Service by you.
- 4.5 If there has been any breach of security of which you are or should be aware you will not be liable for any loss or damage initiated after the time you notify us of the breach unless the breach or unauthorised use is due to your negligence or breach of the Terms and Conditions.
- 4.6 Where alleged fraud has occurred on your Account that forms part of the Read Only Service, you will be required to cooperate with the Police in any investigation.
- 4.7 You acknowledge that, due to the nature of the Internet and electronic communication, there is a risk that communications may not operate free from error or interruption. We shall not be liable:
 - 4.7.1 in the event of any error or interruption in communications; or
 - 4.7.2 for any breaches of security of the Read Only Service beyond our reasonable control; or
 - 4.7.3 for any indirect or consequential loss you may suffer as a result of using the Internet to access the Read Only Service.
- 4.8 You acknowledge that you will be responsible for (and liable for any losses arising from) all use of the Read Only Service between the time the security procedure is completed until the Read Only Service is exited. Please note that this includes

any use by someone other than you using your Security Device, or otherwise using your access to the Read Only Service.

5. Call and message recording

- 5.1 Telephone calls and electronic messages to us may be monitored and recorded for security purposes and to maintain and improve our Read Only Service.

6. Online availability

- 6.1 From time to time, the Read Only Service may be closed down for repair, maintenance work or upgrade or where it is necessary to protect your interests or ours. We shall, where practicable, give as much notice as possible in the circumstances. We cannot guarantee availability of the Read Only Service.

7. Termination

- 7.1 You may terminate the Read Only Service by notice in writing to Coutts & Co, Online Banking Helpdesk, 440 Strand, London WC2R 0QS or by calling +44 (0) 20 7770 0000 (lines are open 24 hours a day). The notification will only be effective once it is received by us. The Read Only Service will then cease to be provided to you.

- 7.2 We reserve the right to vary these Terms and Conditions at any time. Any variation will only take place after we have notified you through the Read Only Service or by letter, giving you at least 30 days' prior written notice of any changes before they take effect.

- 7.3 We may terminate the Read Only Service immediately, if it appears you have breached these Terms and Conditions or if we suspect fraud or misuse of the Read Only Service by you.

8. Applicable law

- 8.1 The Terms and Conditions of the Read Only Service shall be construed in accordance with English law and will be subject to the exclusive jurisdiction of the English Courts save that we shall be entitled to enforce this agreement in the courts or any place where you may be for the time being resident.

9. Your Information

Please note that we will use your information in accordance with the clause headed 'Your Information' which forms part of the terms and conditions of your existing Agreement with us and which can be identified by the above symbol. If you require a copy of that clause, please ask your private banker.

Calls may be recorded.

Coutts & Co Registered in England No 36695

Registered Office 440 Strand London WC2R 0QS

www.coutts.com

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