

Third Party 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 ('the 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 of, and transactions undertaken, via the Service.

Definitions

In these Terms and Conditions:

Any reference to '**you**' and '**your**' means the account holder(s) who has signed the application. Any reference to '**we**', '**us**' or '**our**' means Coutts & Co;

'**Account**' means any account(s) held by us in your name, which is enabled for use with the Service under this application or under 3.1;

'**Instruction(s)**' includes any instruction received whether to debit, make transfers, cancel and/or set up regular payments (including standing orders and direct debits or any other transaction permitted by the service);

'**Security Code(s)**' means the security codes the Third Party will use when he/she accesses the Service, such as the Online Banking User Name and Passcode;

'**Security Device(s)**' means any security device provided to the Third Party as part of the Service, such as the Passcode Calculator;

'**Third Party**' means your nominated user who has signed the application and has provided satisfactory proof of identity;

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

1. Use of the Service

- 1.1 By entering into this Agreement, you authorise us to act on any instruction given, or apparently given to us, by the Third Party through or by use of the Service and you confirm that (i) you have satisfied yourself as to the standing and trustworthiness of the third party and (ii) our checks on the third party are purely to establish evidence of identity as required by applicable law and regulation.
- 1.2 You acknowledge and agree that the Third Party will have unlimited access to the Account and all your personal and financial information relating to the Account.
- 1.3 You acknowledge and agree that you will be liable for any instructions effected and obligations or indebtedness incurred by the Third Party on your Account.
- 1.4 The Service may only be used by persons aged 18 years or over. Completion of the application form does not allow the Third Party an automatic right to use the Service and acceptance for and continued use of the Service is subject to our discretion.
- 1.5 The Third Party will need access to the Internet to use the Service and any telephone costs and/or charges made by any Internet Service Provider will not be our responsibility. We make no guarantees as to the speed of, resolution of, or access to the Service via the Internet.
- 1.6 If the Account is a joint account, then all account holders must sign the application form. If a joint account is to be removed from the Service, any one party to that joint account can give the instruction. The Service will not be available for joint accounts where the authority of all account holders is required for instructions on the account.
- 1.7 The Third Party must exit the Service when leaving his/her computer terminal unattended and must not allow anyone else to operate the Service on his/her behalf.
- 1.8 Use of the Service does not confer any right to overdraw your account(s) except to the extent of any overdraft facility which we may have agreed from time to time. All instructions via the Service are subject to the existing account Terms and Conditions relating to the account.

2. Security

- 2.1 We will use all reasonable endeavours to monitor and maintain the security of the Service but, due to the nature of the Internet, we cannot guarantee absolute security at all times.

- 2.2 The Security Codes and Security Devices are used to gain access to the Service. The Security Codes and Security Devices should not be kept together. The Security Devices must be kept in a safe place at all times. No one must write down, disclose or reveal the Security Codes to anyone or keep them where they may be discovered.
- 2.3 If you or the Third Party suspect that someone knows, or has discovered or otherwise obtained access to your or the Third Party 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 When instructions are sent via the Service, having gained access to the Service by using the Security Codes and Security Devices, we are authorised to debit the account and/or carry out your instructions without further enquiry of reference.
- 2.5 We are not responsible for the security of any of your data which is downloaded from the Service onto any hardware or software the Third Party may be using.
- 2.6 It is your responsibility when in countries outside the UK to ensure that use of the Service is not prohibited by law. Additionally, the service currently uses 128-bit encryption technology. The use of such levels of encryption may be illegal in some countries outside the UK.
- 2.7 We reserve the right to suspend use of the Service if:
 - 2.7.1 incorrect Security Codes are used to try to access the Service; or
 - 2.7.2 we suspect that an unauthorised person is attempting to access the Service; or
 - 2.7.3 any other person has access to the Security Devices; or
 - 2.7.4 in our opinion there is reasonable justification for doing so.

3. Instructions to us

- 3.1 Upon receipt of your request (in the case of joint accounts such requests must be from all parties to the account), additional accounts held or opened by you may be included in the online banking system with this Third Party access. It is agreed that these Terms and Conditions shall apply to any such account.
- 3.2 Security Codes and Security Devices must only be used in accordance with these Terms and Conditions as amended from time to time. If your Security Codes and Security Devices appear to us to have been used we will be entitled to assume that the Instructions thereby communicated to us have been given by the Third Party and that you authorise us to accept and act upon those Instructions.
- 3.3 We can refuse to act upon or delay acting upon any Instructions received if:
 - 3.3.1 we have reasonable grounds for believing that the Third Party did not send the Instructions; or
 - 3.3.2 the Instructions are not clear; or
 - 3.3.3 in our reasonable opinion, the Instructions would create an unarranged overdraft or an excess of an agreed facility.
- 3.4 We will endeavour to act on Instructions promptly, once received, subject to clauses 2.7 and 3.3, but we will not be liable to you as a result of the refusal to act on or delay in acting on such Instructions.
- 3.5 Instructions must be made through the completion of the relevant input screens that form part of the Service.
- 3.6 We will not accept any Instructions made through the secure messaging facility, which do not relate to the Service or which require us to act at a specified time or value nor can we take account of any conditions to which an Instruction may be subject.
- 3.7 Instructions will only be processed on a working weekday, and are subject to cut-off times, details of which will be displayed on the Service.
- 3.8 Instructions can only be cancelled or amended if we have not acted or otherwise relied upon them.
- 3.9 We reserve the right to reject the Online Banking User Name the Third Party has chosen if, in our reasonable opinion, it is inappropriate for the Service.

3.10 We reserve the right to reverse any payment or other step taken in reliance on instruction(s) made using the Service when, in our reasonable opinion, the circumstances so require and we shall have no liability to you as a result of such a reversal.

3.11 The fact of our having made any payment in response to an Instruction shall not amount to or be taken as an acknowledgement by us as to any related receipts of funds or other matter.

4. Charges

4.1 Charges may be levied for payments made through the Service. These charges will be debited to the Account used for the payment. Current charges will be displayed on the Service.

5. Liability

5.1 We shall not be liable to you for any loss or damage which you may suffer as a result of a Third Party using the Service, except where such loss or damage was caused by negligence, wilful default or fraud by us or our employees.

5.2 Unless you have acted fraudulently or without reasonable care, you will not be liable for losses caused by a third party, other than the Third Party you have nominated as your User, which take place through your online banking service.

5.3 You shall be liable to us for any loss or damage suffered by us as a result of any breach of these Terms and Conditions by you or the Third Party, or any fraudulent use of the Service by you or the Third Party.

5.4 If there has been any breach of security of which you or the Third Party, are, or should be, aware you will not be liable for any loss or damage arising from any Instructions initiated after the time you notify us of the breach unless the breach or unauthorised use is due to your or the Third Party's, negligence or breach of the Terms and Conditions.

5.5 Where alleged fraud has occurred on your Account that forms part of the Service, you or the Third Party will be required to cooperate with the Police in any investigation.

5.6 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:

5.6.1 in the event of any error or interruption in communications; or

5.6.2 for any losses or delays in the transmission of Instructions to the Service caused by any Internet Service Provider or by software failure; or

5.6.3 for any breaches of security of the Service beyond our reasonable control; or

5.6.4 for any indirect or consequential loss you may suffer as a result of the use of the Internet to access the Service.

6. Call and message recording

6.1 Telephone calls and electronic messages to us may be monitored and recorded for security purposes and to maintain and improve our service. Strict controls and security will be maintained over access to recordings at all times.

7. Online availability

7.1 From time to time, the 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 Service.

8. Termination

8.1 You may terminate the Third Party's use of the Service by notifying us 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 Service will then cease to be provided to you and/or the Third Party. The Third Party may terminate his/her use of the Service by notifying us in writing as above. Notification will only be effective once it is received by us.

8.2 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 Service or by letter, giving you at least 30 days' prior notice of any changes before they take effect.

8.3 We may terminate the Service and/or use of the service by the Third Party immediately, if it appears that you or the Third Party have breached these Terms and Conditions or if we suspect fraud or misuse of the Service by you or any Third Party.

9. Applicable law

9.1 The Terms and Conditions of the 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.

10. Your Information

Please note that we will use your information, and that of the Third Party, 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.

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