

Online Banking Terms and Conditions for Companies

These conditions of use explain the rights and responsibilities of the client and those of Coutts & Co in respect of use of Online Banking ('the Service') and are in addition to those general terms and conditions already provided to the client 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:

'**You**', '**your**' means the company which has an account with us and/or any director, official and any other persons authorised by the company to give instructions on the Account. '**We**', '**us**', '**our**' means Coutts & Co, 440 Strand, London WC2R 0QS;

'**Account**' means account(s) held by us in your name which are enabled for use with the Service under this application or Clause 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 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 Service, such as your Online Banking User Name and Passcode;

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

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

1. Use of the Service

- 1.1 The Service may only be used by persons aged 18 years or over. Completion of the application form does not allow you an automatic right to the Service and acceptance for and continued use of the Service is subject to our discretion.
- 1.2 You will need access to the Internet to use the 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 Service via the Internet.
- 1.3 The Service will not be available for Accounts where the authority of more than one person is required for any instruction on the Account.
- 1.4 You must exit the Service when leaving your computer terminal unattended and must not allow anyone other than authorised persons to operate the Service on your behalf.
- 1.5 Use of the Service does not confer any right on you to overdraw your account(s) except to the extent of any agreed overdraft facility. All transactions through the Service are subject to your account conditions of use.

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 Your Security Codes and Security Devices are used to gain access to the 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 other than your authorised officer 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 When Instructions are received via the Service by use of your Security Codes and Security Devices, we are authorised to debit your Account and/or carry out your Instructions.
- 2.5 You are responsible for the security of any of your data which you download from the Service onto any hardware or software you 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 access to 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 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 online banking system. 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. If your Security Codes and Security Devices are used, we will be entitled to assume that the Instructions hereby communicated to us have been given by you and that you authorise us to accept and act upon those Instructions.
- 3.3 We can refuse to act or delay acting upon any Instructions received if:
 - 3.3.1 we have reasonable grounds for believing that you 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 your Instructions promptly, once received, subject to clauses 2.7 and 3.3, but we will not be liable to you as a result of any refusal to act or delay in acting on such Instructions in accordance with those clauses.
- 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.
- 3.7 Payments and transfer 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 Payments and transfers 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 you have 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 an 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 within 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 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 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 any fraudulent use of the Service by you.
- 5.4 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 from Instructions initiated after the time you notify us unless the breach or unauthorised use is due to your negligence or breach of these Terms and Conditions.
- 5.5 Where alleged fraud has occurred on your account that forms part of the Service, you 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 using the Internet to access the Service.

- 5.7 You acknowledge that you will be responsible for (and liable for any losses arising from) all Instructions received by us between the time the security procedure is completed until the service is exited. Please note that this includes any input errors or Instructions sent by someone other than you using your Security Device, or otherwise using your access to 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.

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 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 Service will then cease to be provided to you.
- 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 written notice of any changes before they take effect.
- 8.3 We may terminate the Service immediately, if you persistently breach these Terms and Conditions or if we suspect fraud or misuse of the Service by you.

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 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 commercial banker.