

## 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 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 of the Read Only Service.

### Definitions

In these Terms and Conditions:

Any reference to '**you**' and '**your**' means the account holder(s) or any of them. 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 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 the Third Party will use when he/she accesses the Read Only 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 Read Only 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 Day**' means any day between Monday and Friday (inclusive), but excluding any UK Bank and Public Holidays.

### 1. Use of the Read Only Service

- 1.1 By entering into this Agreement, 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 but no power to give instructions; and you confirm to us (i) that you have satisfied yourself as to the standing and trustworthiness of the third party and (ii) that our checks on the third party are purely to establish evidence of identity as required by applicable law and registration.
- 1.2 You acknowledge and agree that you will be liable for any losses, claims and damages as a result of the Third Party access on your Account.
- 1.3 Completion of the application form does not allow the Third Party an automatic right to use the Read Only Service and acceptance for the Read Only Service is subject to our discretion.
- 1.4 The Third Party will need access to the Internet to use the Read Only 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 Read Only Service via the Internet.
- 1.5 If the Account is a joint account, then all parties to that account 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 instruction for removal.
- 1.6 The Third Party must exit the Read Only Service when leaving his/her computer terminal unattended and must not allow anyone else to operate the Read Only Service on his/her 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 The 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. The Security Codes and 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 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 We are not responsible for the security of any of your data which is downloaded from the Read Only Service onto any hardware or software the Third Party 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 use of the Read Only Service or access to it by the Third Party 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 opinion 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 with this Third Party access. 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 the Third Party has 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 the Third Party 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, other than the Third Party you have nominated as your User, which take place through this Read Only service.
- 4.3 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 Read Only Service by you or the Third Party.
- 4.4 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 initiated after the time you notify us of the breach unless the breach or unauthorised use is due to your negligence.
- 4.5 Where alleged fraud has occurred on your account that forms part of the Read Only Service, you will be required to co-operate with the Police in any investigation.
- 4.6 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 information or this Read Only Service by you or the Third Party.
- 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 the use of 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. Strict controls and security will be maintained over access to recordings at all times.

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

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 notice of any changes before they take effect.

7.3 We may terminate the Read Only Service immediately, if it appears you or the Third Party breach these Terms and Conditions or if we suspect fraud or misuse of the Read Only Service by you or any Third Party.

## 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, 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.