



We care about here



BusinessOnline

Terms and Conditions

This is an important legal agreement which covers significant matters affecting the way your bank accounts will be operated. You should read this agreement carefully and ask us for further information if there is anything you do not understand before signing the application form (if you are the customer) or before first using the service online. When delegating authority to conduct online banking, risks such as fraud, misuse, the need for security precautions and dual/multiple authentication have to be carefully considered. If you have any concerns we recommend that you seek independent legal advice before proceeding.

1 Introduction

- 1.1 This Agreement between you and us sets out the terms and conditions which apply to the use of BusinessOnline by you and any other User.
- 1.2 By signing the BusinessOnline application form and returning it to us, or by first using BusinessOnline, you agree to be bound by the terms of this Agreement.
- 1.3 When you apply for BusinessOnline you must nominate at least one Corporate Administrator and select the accounts which you wish to access using BusinessOnline. We may limit the number of accounts that you can access using BusinessOnline and we will tell you how many accounts can be accessed when you apply for BusinessOnline. Certain accounts cannot be accessed using BusinessOnline – please ask us for details. Subject to any transaction limits set by us and to any approval limits you set when you apply for BusinessOnline (see Condition 3), when BusinessOnline is activated the Corporate Administrator will have:
 - 1.3.1 full access to, and control of, your selected Accounts;
 - 1.3.2 authority to nominate Users and delegate various levels of access and/or powers to operate the Accounts to other Users (see Condition 3);
 - 1.3.3 authority to set and vary payment approval limits above which dual or multiple User authorisation is required; and
 - 1.3.4 authority to agree on your behalf any matter relating to the Functionalities selected by you.
- 1.4 We may place a limit on the number of Corporate Administrators, and/or Users that may be nominated. We will advise you of these limits when you apply for BusinessOnline.
- 1.5 Unless your Corporate Administrator specifically restricts Users' individual authorities, all Users will have access to all Functionalities for all your Accounts, subject to Conditions 2.1, and 2.2 and to any limits set by you under Condition 3.2. This Agreement authorises us (and any other members of the Bank Group where any of the Functionalities are provided by or involve other members of the Bank Group) to:
 - 1.5.1 add all of your selected Accounts to BusinessOnline; and
 - 1.5.2 accept and act on Valid Electronic Instructions.
- 1.6 Subject to Condition 1.7, our authority under Condition 1.5 overrides the terms of any other mandates, agreements, indemnities, application forms, terms and conditions relating to any Account, service or other Functionality or other authorities given by you to us at any time relating to your Accounts or business.
- 1.7 Where at the time you applied for BusinessOnline you were already a registered user of another business internet banking service provided by the Bank, Condition 1.6 shall not apply in relation to your use of such other service to access and operate your Accounts.
- 1.8 This Agreement is in addition to the terms and conditions for the Accounts and other Functionalities. Subject to Condition 1.9, if there is any conflict, the terms of this Agreement override all others.
- 1.9 Electronic Instructions may be processed using external payment systems such as CHAPS, Bacs Faster Payment Service, SWIFT and SEPA and, subject to Condition 7.4, will be processed according to the terms and conditions applying to the use of those systems.
- 1.10 BusinessOnline 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).
- 1.11 If you are a Large Enterprise you agree that certain provisions of the Payment Services Regulations 2009 will not apply to this Agreement. Please refer to Condition 11.7 and 11.11 which set out the different approach we take in relation to unauthorised use of BusinessOnline and incorrectly executed payment transactions.
- 1.12 In this Agreement the terms listed below have the following meanings:
 - 1.12.1 **"Account"** means the business bank accounts in your name accessible through BusinessOnline from time to time, this may include a Sterling Account.
 - 1.12.2 **"Account Pool"** means an agreed group of Accounts held in the same customer name.
 - 1.12.3 **"Account Sweeping"** means the functionality allowing the transfer of funds between your Accounts using an Account Sweeping Instruction.
 - 1.12.4 **"Account Sweeping Instruction"** means a series of Electronic Instructions based on rules around a Sweep Account balance to transfer funds from a Sweep Account to a Target Account (or vice

- 1.12.5 **"Agreement"** means this agreement, including any User Guides and where the context requires, any additional or ancillary terms and conditions which apply for the provision of BusinessOnline or any of the Functionalities all as varied and in force from time to time.
- 1.12.6 **"Bank"** "we", "us", and "our" means Clydesdale Bank PLC trading as Clydesdale Bank if you are a Customer with Clydesdale Bank, or Clydesdale Bank PLC trading as Yorkshire Bank if you are a customer of Yorkshire Bank.
- 1.12.7 **"Banking Business Day"** means any day with the exception of Saturdays, Sundays and days when the banks in the City of London are normally closed for business.
- 1.12.8 **"BusinessOnline"** or **"the Service"** means the Bank's **"BusinessOnline"** internet banking system for business customers.
- 1.12.9 **"BusinessOnline Helpdesk"** means the helpdesk operated by us for Users.
- 1.12.10 **"BusinessOnline Supported Browser"** means a web browser of a type and version that we have advised is on our current list of supported browser versions. We will provide you with the list when you apply for Business Online.
- 1.12.11 **"Business Manager"** means each designated Business Manager, Payment Manager, Senior Business Adviser or such other person as is allocated by us to look after the relationship between you and us.
- 1.12.12 **"Corporate Administrator"** means the person or persons nominated by the Customer to access and operate on selected Accounts and undertake all tasks in connection with the administration and maintenance of BusinessOnline for the Customer.
- 1.12.13 **"Customer"**, **"you"**, **"your"**, and **"yours"** means the Bank's business customer entering into this Agreement.
- 1.12.14 **"Delegated Authorities"** means the options available (i) to you to set transaction and single User authorisation limits and to delegate authority to your Corporate Administrator, and thereafter (ii) to your Corporate Administrator to delegate various powers, permissions and levels of authority to, and impose limits on, Users pursuant to Condition 3.
- 1.12.15 **"Electronic Instruction"** means any request or instruction received by us through BusinessOnline.
- 1.12.16 **"European Economic Area"** means the countries in the European Union plus Norway, Iceland and Liechtenstein.
- 1.12.17 **"Functionalities"** means any function, banking product or service provided from time to time through BusinessOnline including all or any of the functionalities referred to in Condition 2.
- 1.12.18 **"International Sanctions"** means the sanctions which the UK, the European Union and/or the United Nations (and, where applicable, the USA or other countries having relevant jurisdiction) have in place from time to time to deny a range of named individuals and organisations, as well as nationals from certain countries, access to the financial services sector.
- 1.12.19 **"Large Enterprise"** means 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 €2,000,000 (or a sterling equivalent).
- 1.12.20 Number Not Used.
- 1.12.21 **"Bank Group"** means Clydesdale Bank PLC, each subsidiary or holding company of Clydesdale Bank PLC from time to time, and each subsidiary from time to time of any such holding company. A complete list is available on request;
- 1.12.22 **"Bank Group Sites"** means any web-site of any members of the Bank Group, including the Clydesdale Bank and Yorkshire Bank websites, allowing Users to access BusinessOnline.
- 1.12.23 **"Password"** means any confidential password, phrase, code, letters or numbers, memorable data, or any other identification of any kind (including where the context requires any User ID) given to, or chosen by, you or any User which may be used in combination with any Security Device or other means to access any of the Bank Group Sites, BusinessOnline and the Functionalities, or to provide Electronic Instructions. A Password is part of the Security Details.
- 1.12.24 **"Regulatory Requirement"** means any obligation:
 - 1.12.24.1 we have to comply with under any law or regulation (including any rules made by the Financial Conduct Authority, or other regulatory body), or as a result of a decision by a court, ombudsman or similar body; or
 - 1.12.24.2 under any industry guidance or codes of practice which we follow.
- 1.12.25 **"Secure Messaging Service"** means the service which allows us to send you secure messages through BusinessOnline.
- 1.12.26 **"Security Details"** means the details that are used to verify a User's identity and help maintain the security of Electronic Instructions and information exchanged through BusinessOnline between us and a User. These include Passwords, User IDs and Security Devices.

1.12.27	“Security Device” means any device (including software and/or hardware), token, card, digital certificate or procedure in any format or media as may be upgraded and substituted which we or our agents issue to Users and which may be used alone or in conjunction with any Password, User ID or other means to access any of the Bank Group Sites, BusinessOnline or the Functionalities, to provide Electronic Instructions or to generate any Password. A Security Device is part of the Security Details.	3.2	When you apply for BusinessOnline you can set:
1.12.28	“Sterling Account” means the current or savings account opened in sterling which you maintain with us.	3.2.1	the maximum value of payments according to transaction type which can be made from your Accounts using BusinessOnline; and
1.12.29	“Sweep Account” means the Account to which account balance rules underlying Account Sweeping Instructions will be applied.	3.2.2	a limit on the amount which any User may transfer in a transaction, or in a series of transactions instructed by that User through BusinessOnline.
1.12.30	“Target Account” means the Account to which funds will be transferred from the Sweep Account, or from which funds will be transferred to a Sweep Account, as a result of the application of Sweep Account balance rules underlying an Account Sweeping Instruction.	3.3	Any limit you set under Condition 3.2 cannot exceed a limit set by us under Condition 3.1.
1.12.31	“Tariff” means our Business Banking Tariff which sets out our charges in force from time to time for the provision of banking services including BusinessOnline. Copies of the up to date Tariff are available online at www.cybusinessonline.co.uk Copies are also available in branches or from your Business Manager.	3.4	If you wish to change the limits you set when you applied for BusinessOnline please contact your BusinessManager.
1.12.32	“User” means you and any of the Corporate Administrator(s), or person(s) (including any third party) appointed from time to time by a Corporate Administrator to use BusinessOnline.	3.5	Individual User authorities set by a Corporate Administrator. A Corporate Administrator’s powers to set, vary and remove each User’s authorities and to set any payment limits above which dual or multiple User authorisation is required, are subject to any limits set by either us or you under Conditions 3.1 or 3.2.
1.12.33	“User Guides” means the Rules of Use for any Bank Group Site, operational guidelines, manuals, welcome pack, technical support literature, on-line help and training tools and all similar material issued by us to Users at any time in any format for use with BusinessOnline or any of the Functionalities.	3.6	A Corporate Administrator cannot nominate, remove, or vary the authorities of other Corporate Administrators. Only you can do this.
1.12.34	“User ID” means a unique identification number which we allocate to each User for the purpose of accessing and using BusinessOnline. A User ID is part of the Security Details.	3.7	Users nominated by a Corporate Administrator can be third parties who are not part of your organisation.
1.12.35	“Valid Electronic Instruction” means an Electronic Instruction made in accordance with the Delegated Authorities and given where BusinessOnline has been accessed using the appropriate Password, User ID and Security Device.	4	Security requirements
1.12.36	“Yorkshire Bank” means Clydesdale Bank PLC trading as Yorkshire Bank.	4.1	You must not allow any person who is not a User to use BusinessOnline on your behalf.
2	Functionalities	4.2	You will have sole responsibility for establishing, maintaining and reviewing your internal security arrangements concerning access to, and use of BusinessOnline.
2.1	BusinessOnline allows all Corporate Administrators to:	4.3	You should use dual or multiple User authorisation of transactions wherever practical and only dispense with this after taking account of the risks of single User authorisation.
2.1.1	view information on your Account(s), including transactions and standing instructions;	4.4	You will ensure that Users will:
2.1.2	instruct us to transfer funds to and from any of your Accounts;	4.4.1	comply with the terms of this Agreement and with the User Guides and any other guidelines, security guidance and warnings, instructions or recommendations we may issue to you or publish through BusinessOnline or on other Bank Group Sites regarding the security aspects of BusinessOnline;
2.1.3	instruct us to make transfers to third parties’ accounts including by standing order or by direct debit;	4.4.2	only access BusinessOnline using a computer or similar device which is free from viruses and similar malicious devices, and is protected by anti-virus and anti-spyware software, firewalls and security patches which comply with and are maintained in accordance with good practice;
2.1.4	instruct us to cancel instructions, including standing instructions, to transfer funds to and from your Accounts.	4.4.3	not access BusinessOnline using any computer or other device available to the public;
2.1.5	instruct us to make international payments (if you are eligible for this service);	4.4.4	be responsible for the security of all data held as hard copy, or on computers, laptops or other systems;
2.1.6	instruct us to make payments in foreign currency from any currency Accounts (if you are eligible for this service);	4.4.5	take all reasonable steps to keep the 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 other Users;
2.1.7	instruct us to create Account Pools and view consolidated balances on Accounts within the Account Pool in a single selected currency;	4.4.6	not allow any Security Details to be re-allocated to another User; and
2.1.8	manage the balances on your Sterling Accounts using Account Sweeping (if you are eligible for this service);	4.4.7	change Passwords regularly (and at any time that a suspected breach of security has occurred) using a mixture of numbers and letters, never record Passwords or write them in a way that can be easily understood and accessed by someone else or make them available to any other person.
2.1.9	use any other products, services or facilities available through BusinessOnline which you have requested;	4.5	You will ensure that you will inform us immediately if you, or a User, suspects or knows that:
2.1.10	nominate Users and delegate to them various levels of access and/or powers to operate the Accounts; and	4.5.1	there has been any unauthorised use of a User’s Security Details; or
2.1.11	carry out administrative, security and maintenance functions in relation to Accounts, Security Details and Users as set out in detail elsewhere in this Agreement.	4.5.2	any unauthorised person knows a Password or User ID or has access to any Security Device; or
2.2	BusinessOnline allows Users having the appropriate delegated authorities to:	4.5.3	a Security Device has been lost or stolen; or
2.2.1	view information on your Account(s), including transactions and standing instructions;	4.5.4	there has been any wrongdoing by a User relating to the use of BusinessOnline.
2.2.2	instruct us to transfer funds to and from any of your Accounts;	4.6	Details of how to give us notice are set out in Condition 20.
2.2.3	instruct us to make transfers to third parties’ accounts including by standing order or by direct debit;	4.7	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 other User(s) also provide their full co-operation.
2.2.4	instruct us to cancel instructions, including standing instructions, to transfer funds to and from your Accounts.	4.8	If a User leaves your business or is otherwise to be removed as a User, you must either contact the BusinessOnline Helpdesk immediately to ensure that the User’s access to BusinessOnline is terminated, or ensure that a Corporate Administrator takes immediate action to ensure this is done. If a sole Corporate Administrator leaves your business or is otherwise to be removed as a Corporate Administrator you must take immediate steps to nominate a new Corporate Administrator.
2.2.5	instruct us to make international payments (if you are eligible for this service);	4.8	You will ensure that all Users will use a BusinessOnline Supported Browser and operating system that is supported by BusinessOnline. You will be responsible for the performance and protection of any browser and should consider installing browser security software which we may recommend from time to time. 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 BusinessOnline.
2.2.6	instruct us to make payments in foreign currency from any currency Accounts (if you are eligible for this service);	5	Security Devices and Security Details
2.2.7	instruct us to create Account Pools and view consolidated balances on Accounts within the Account Pool in a single selected currency;	5.1	Access to BusinessOnline requires the User to enter a number generated by a Security Device. In order to generate a number, a User must select the correct option on their Security Device. There are currently two options available 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 5.3 below. Further details can be found in the Security Device Guide which is available on the BusinessOnline website. Each Security Device is issued to a named User. We retain ownership of these Security Devices. On our request, and on termination of this Agreement, you will return them to us in the same condition that you received them (other than fair wear and tear). We will never contact a User and ask them to confirm any characters
2.2.8	manage the balances on your Sterling Accounts using Account Sweeping (if you are eligible for this service); and		
2.2.9	use any other products, services or facilities available through BusinessOnline which you have requested.		
2.3	We may add, amend or withdraw Functionalities from time to time. Where we are amending or withdrawing existing Functionalities we will give you at least 2 months’ advance personal notice under Condition 15.		
3	Limits set by us and Delegated Authorities		
	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 BusinessOnline. We set these limits to protect your Accounts and us. We may require authorisation by two or more Users having appropriate authorities for transactions in excess of any limit set by us from time to time.		
	Approval limits set by you		

- from their Password in any circumstances. If asked to do this, a User should refuse to reveal the requested information and they should contact the BusinessOnline helpdesk immediately.
- 5.3 If we contact a User by telephone and ask them to authenticate themselves to us, we will do this by asking them to provide a number generated by selecting option 1 on their Security Device. Please note: we will never ask a User to provide us with details of a number generated by selecting option 3 on their Security Device. If asked to do this, a User should refuse to reveal the requested information and they should contact the BusinessOnline helpdesk immediately. Option 3 should only ever be selected by a User when the BusinessOnline service requests so in order to make a payment or to set up details for a future payment.
- 5.4 We will cancel or suspend access to BusinessOnline which is being gained using any lost or stolen Security Details as soon as a Corporate Administrator has informed us of the loss or theft.
- 5.5 We will also cancel or suspend access to BusinessOnline which is being gained using a particular User's Security Details where you or a Corporate Administrator request this.
- 5.6 New Security Devices to replace lost, damaged, faulty or malfunctioning Security Devices must be requested by a Corporate Administrator through the BusinessOnline Helpdesk. We may charge a reasonable fee for each replacement Security Device.
- 6 Secure Messaging Service**
- 6.1 You may receive secure messages from us through BusinessOnline if the Secure Messaging Service is available to you. Secure messages will be sent to the Corporate Administrator. You must ensure that your Corporate Administrator checks the Secure Messaging Service at least once every Banking Business Day. You must ensure that the Corporate Administrator makes other Users aware of information regarding the use of BusinessOnline contained in secure messages.
- 6.2 We reserve the right to withhold at any time and without giving any prior notice, access by you to the Secure Messaging Service and, if made available, to withdraw all or any part of the Secure Messaging Service generally from you.
- 7 Electronic Instructions**
- 7.1 To instruct a payment through BusinessOnline the User must provide the payee's bank sort code and account number (for payments in the UK), or the payee's name and address and international bank account number (IBAN) and bank identification code (BIC) or routing code (for payments outside the UK), and any other relevant account number or information as we may require. You must ensure that the information you provide to us is accurate including the account number and bank sort code.
- 7.2 You will be deemed to have given consent to a Valid Electronic Instruction. We may rely on and act upon a Valid Electronic Instruction without having to check the authenticity of that instruction or the authority of the person or persons giving it.
- 7.3 An Electronic Instruction to make a payment is deemed to have been received by us on a Banking Business Day, provided it is given before the cut-off time. Our cut-off times are different from the hours when BusinessOnline is available for use. Cut-off times will vary depending on factors such as:
- the payment system used, for example SWIFT, CHAPS, Bacs, SEPA and Faster Payment Service each operate separate cut-off times as do our internal systems;
 - the currency of the payment;
 - the location of the recipient of the payment;
 - whether the payment is to be same day or at a future date; and
 - if there are Bank or other public holidays either here in the UK or in a country of payment.
- Information about cut-off times for payments made through the Faster Payment Services are detailed in your Account terms and conditions and for other types of payment please see <http://www.cybusinessonline.co.uk/help-and-support/payments/> or ask your Business Manager.
- Where we receive an Electronic Instruction after the relevant cut-off time, or on a day which is not a Banking Business Day, the instruction will be deemed to have been received by us on the next Banking Business Day.
- 7.4 Subject to Condition 8.4 in relation to Account Sweeping Instructions, Electronic Instructions to make a payment on a future date will be deemed to have been received by us on that future date. If that date is not a Banking Business Day the payment will be made on the next Banking Business Day. These future dated payments will be debited to your Account prior to the start of business on the Banking Business Day when the payment is made.
- 7.5 Information about execution times for payments made through the Faster Payment Service are detailed in your Account terms and conditions. If you make a payment using CHAPS the funds will reach the recipient's bank on the same day we process your Electronic Instruction and no later than the Banking Business Day after we receive your Electronic Instruction where it is received after the cut-off time. For payments made to another bank in the European Economic Area in an European Economic Area currency, the funds will reach the recipient's bank no later than the fourth Banking Business Day (or next Banking Business Day if the payment is in Euros or sterling) after the day we receive your Electronic Instruction unless you ask us to make the payment on a later day. For payments made to a recipient's bank outside the European Economic Area the payment will reach the recipient's bank no later than the fourth Business Banking Day after we receive your Electronic Instruction unless you ask us to make the payment on a later day. International payments are sometimes dependent on banks in other countries that trade in that currency and whether those banks are open for business and so it is possible that the time periods set out above may be extended to take into account time differences and local bank holidays.
- 7.6 If you are giving us an Electronic Instruction to make a payment in a currency other than sterling we will advise you of the exchange rate. Depending on the amount of the payment the exchange rate may be indicative. If it is an indicative rate we will tell you at the time you give us the Electronic Instruction and will confirm the actual rate when we provide confirmation of the payment under Condition 7.10.
- 7.7 An Electronic Instruction to make a payment cannot usually be cancelled after it has been received by us unless it is for a future date, in which case a User (with the appropriate authority) can cancel the Electronic Instruction through BusinessOnline at any time before midnight on the last Banking Business Day before the day on which the funds are due to be taken from your Account.
- 7.8 We may, in our absolute discretion and without liability, refuse to act on or delay acting on an Electronic Instruction if:
- 7.8.1 there are insufficient funds in your Account (or your Accounts where we have agreed group limits) to allow us to carry out the request; it would result in a credit limit or a transaction or approval limit set by us or the Delegated Authorities being exceeded or breached;
- 7.8.3 a breach of the terms and conditions for an Account has occurred;
- 7.8.4 we reasonably suspect, or know that it might place a User or us in breach of any rules or regulations designed to counter money laundering or similar activities (For more details please see Condition 16);
- 7.8.5 we reasonably suspect, or know of a breach of security relating to BusinessOnline, or the operation of any of your Accounts or the Functionalities generally;
- 7.8.6 we reasonably consider that a payment is unusual compared to your normal Account usage; or
- 7.8.7 we are required by law or a court or other authority to refuse or delay in acting.
- 7.9 Where we can lawfully do so, if we do not act on or delay acting on an Electronic Instruction to make a payment, we will notify you as soon as we can, and in any event by the end of the next Banking Business Day following receipt of the Electronic Instruction.
- 7.10 All payments from your Account(s) instructed through BusinessOnline will be listed on the statements for the Account(s). If you give us an Electronic Instruction to make a payment using CHAPS or an international payment (either in sterling or a currency other than sterling) we will fax a confirmation of the payment to you confirming the details of the payment.
- 8 Account Sweeping**
- 8.1 If you are eligible for Account Sweeping you or other Users having appropriate authorities can give us Account Sweeping Instructions for the Sterling Accounts in your sole name. Account Sweeping Instructions can only be set up where the Sweep Account and Target Account are held in the same customer name.
- 8.2 Account Sweeping Instructions can be used to fix the Sweep Account balance at a specified level or to maintain that balance within a specified range. By giving us an Account Sweeping Instruction you are instructing us to check the Sweep Account balance at the selected frequency and, if the balance on the Sweep Account:
- 8.2.1 falls below a minimum specified level, to transfer funds to the Sweep Account from the Target Account to restore the Sweep Account balance to the minimum specified level; and/or
- 8.2.2 exceeds a maximum specified level, to transfer funds from the Sweep Account to the Target Account (which need not be the same as the Target Account at Condition 8.2.1) to restore the Sweep Account balance to the maximum specified level.
- 8.3 Account Sweeping Instructions will be processed in the order which you have specified. It is your responsibility to ensure that Account Sweeping Instructions have been ordered correctly and achieve your intended purpose.
- 8.4 We will only carry out Account Sweeping Instructions on Banking Business Days. If an Account Sweeping Instruction is scheduled to be carried out on a day which is not a Banking Business Day we will follow the instruction given when the Account Sweeping Instruction was made and either skip the payment, or carry it out on either the previous or the next Banking Business Day.
- 8.5 We will not carry out an Account Sweeping Instruction which would cause either a debit balance on an Account where no borrowing limit has been agreed, or if a borrowing limit has been agreed, the debit balance to exceed that limit (see also Condition 7.6.2).
- 8.6 If after we have carried out an Account Sweeping Instruction one or more cheques or payments previously paid into an Account (and forming part of the funds transferred) is/are returned unpaid, recalled or reversed, we may deduct the amount of the unpaid cheque or the recalled or reversed payment either from the Sweep Account or the Target Account concerned, even though we had previously treated these payments as cleared funds.
- 8.7 If you close a Sweep Account or a Target Account we will not process any Account Sweeping Instruction affecting that account.
- 9 Suspension of access to BusinessOnline**
- 9.1 We may suspend access to BusinessOnline, or any of the Functionalities accessible by using specific Security Details, if we reasonably consider this necessary for reasons relating to:
- 9.1.1 the security of the Security Details;
- 9.1.2 suspected fraudulent or unauthorised use of the Security Details; or
- 9.1.3 a significantly increased risk that you may be unable to fulfil your liability to pay any overdraft or borrowing facility available on your accounts.
- 9.2 If we suspend access to BusinessOnline under Condition 9.1 we will phone you to tell you in advance of the suspension and our reasons for doing this, unless we believe it would compromise our security measures or otherwise be unlawful. If we are unable to tell you in advance, we will tell you immediately after we have suspended access.

<p>10 Fees and charges</p> <p>10.1 Our charges for use of BusinessOnline are published in the Tariff. These charges are in addition to our charges for the provision of particular Accounts or Functionalities. Such charges are also published in the Tariff. Charges for any special services not included in the Tariff are available on request.</p> <p>10.2 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 BusinessOnline.</p> <p>10.3 You are liable for any broadband or telephone charges and any charges made by your internet service provider as a result of the use of BusinessOnline.</p> <p>10.4 We reserve the right to make additional charges for any replacement Security Device where such replacement is necessary as a result of any breach by a User of Condition 4.</p> <p>11 Liability for unauthorised and incorrectly executed payment transactions</p> <p>11.1 You must inform us without undue delay once you or another User become aware of an incorrectly executed or an unauthorised payment transaction. Details of how to give us notice are set out in Condition 20.</p> <p>11.2 If we make a refund to you under this Condition 11 and we subsequently discover that you were not entitled to a refund, we may debit the amount of the payment to 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.</p> <p>Unauthorised payment transactions</p> <p>11.3 Subject to 11.4, if you tell us that a payment was not authorised by you we will immediately credit your Account and restore your Account to the position it would have been in had the payment not been made unless we have good reason to believe that you did authorise the payment. In normal circumstances you can only exercise your rights under this Condition if once you become aware of the incorrect payment you tell us without undue delay, and in any event no later than 13 months after the payment was made.</p> <p>11.4 If you have made a payment in a non-European Economic Area currency or to a non-European Economic Area country through SWIFT and you tell us that a payment was not authorised by you we will within a reasonable period of time credit your Account and restore your Account to the position it would have been in had the payment not been made unless we have good reason to believe that you did authorise the payment. In normal circumstances you can only exercise your rights under this Condition if once you become aware of the incorrect payment you tell us without undue delay.</p> <p>11.5 Until we receive notification that a User's Security Details have been lost, stolen or are liable to misuse, you will be liable for any use of BusinessOnline made using those Security Details. Unless Condition 11.6 or 11.7 applies your maximum liability will be £50.</p> <p>11.6 If the Security Details have been used by a person (other than a User) who acquired those Security Details with a User's consent or a User has acted fraudulently or with gross negligence in connection with the Security Details your liability will be unlimited until you notify us of the loss. Except where a User has acted fraudulently, you will not be liable for any further loss arising from the use of BusinessOnline made using those Security Details once we have been effectively notified. You will be liable for all unauthorised transactions on your Account(s) if a User has acted fraudulently.</p> <p>11.7 If you are a Large Enterprise, Conditions 11.3 to 11.6 shall not apply:</p> <p>11.7.1 Until we receive effective notification that a User's Security Details have been lost, stolen or are liable to misuse you will be liable for all use of the Service made using those Security Details. After we have been effectively notified that the Security Details have been lost, stolen or are liable to misuse you will not be liable for any payment and any associated charges or interest for any subsequent use of the Service made using those Security Details unless the Security Details have been used by a person who acquired them with a User's consent or a User has acted fraudulently or with gross negligence with the Security Details.</p> <p>11.7.2 If you tell us a payment was unauthorised we will, within a reasonable period of time, investigate whether the payment was authorised or not and will require evidence to show if the payment was authorised or not. We may charge you any reasonable costs we incur in doing so. If we establish that the payment was unauthorised, we will immediately credit your Account and restore your Account to the position it would have been in had the payment not been made.</p> <p>Incorrectly executed payment transactions</p> <p>11.8 You are responsible for ensuring that all Electronic Instructions are correct and complete. We accept no liability for any loss or delay where the details contained in an Electronic Instruction 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.</p> <p>11.9 Subject to Condition 11.10, and 12, when you inform us of an incorrectly executed payment transaction we will refund the payment and any charges or interest you paid as a result of it or pay you interest on the amount of the payment without undue delay unless:</p> <p>11.9.1 you have notified us more than 13 months after the payment was made;</p> <p>11.9.2 the details contained in the Electronic Instruction to make the payment were not correct or complete when condition 11.8 will apply;</p> <p>11.9.3 we have good reason to believe you did authorise the payment; or</p> <p>11.9.4 we can show that the payment was received at the payee's bank.</p> <p>11.10 When you inform us of an incorrectly executed payment transaction made in a non-European Economic Area currency or to a non-European Economic Area country through SWIFT we will refund the payment and any charges or interest you paid as a result of it or pay you interest on the amount of the payment without undue delay unless:</p> <p>11.10.1 the details contained in the Electronic Instruction to make the payment were not correct or complete when condition 11.8 will apply;</p> <p>11.10.2 we have good reason to believe you did authorise the payment; or</p>	<p>11.10.3 we can show that the payment was received at the payee's bank. We may charge you a fee to cover our reasonable costs for doing this.</p> <p>11.11 If you are a Large Enterprise Conditions 11.8, 11.9, 11.10 shall not apply. If we fail to make a payment from your Account in accordance with your Electronic Instructions, on request from you we will restore your Account to the position it would have been in had the payment not been made. We will agree with you the reasonable steps which should be taken to recover any payment, and may charge you a fee to cover our reasonable costs in trying to rectify the position, if:</p> <p>11.11.1 you ask us to make a payment from your Account to another bank and that bank says it did not receive the payment; or</p> <p>11.11.2 the details contained in the Electronic Instruction to make the payment were not correct or complete.</p> <p>You can only exercise your right under this Condition if once you become aware of the incorrect payment you tell us without undue delay.</p> <p>12 General Liability</p> <p>12.1 We will not be liable if we are unable to perform our obligations under this Agreement due (directly or indirectly) to:</p> <p>12.1.1 abnormal and unforeseeable circumstances, 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, the consequences of which would have been unavoidable despite all efforts to the contrary; or</p> <p>12.1.2 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.</p> <p>12.2 We will not be liable for any loss of profits or loss of goodwill (including without limitation loss suffered in connection with or as a result of our adherence to crime prevention measures (see Condition 16), any form of special damages, or for any indirect losses (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 this Agreement.</p> <p>12.3 We will only be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused by a User's use of BusinessOnline where such loss or damage is directly and solely caused by our gross negligence or wilful misconduct.</p> <p>12.4 Nothing in this Agreement shall limit our liability to you for fraud or negligence by the Bank or its 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 Service or otherwise are hereby excluded.</p> <p>12.5 We do not warrant that BusinessOnline 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 BusinessOnline may not be available.</p> <p>12.6 Subject to Conditions 11.2 to 11.7, you agree to pay or reimburse us, and the members of the Bank Group, in full for all costs, loss and damage of any kind which we, or any other members of the Bank Group, may suffer arising from any claims, actions or proceedings as a result of acting on any Valid Electronic Instruction in accordance with this Agreement, or as a result of any User's failure to comply with any of your or any User's obligations under this Agreement. This includes any costs arising in another country where you ask us to make an international payment.</p> <p>12.7 Where the Customer is a partnership the firm and each partner shall be jointly and severally liable to the Bank.</p> <p>13 Our obligations</p> <p>13.1 In addition to our other obligations under this Agreement we will use reasonable skill and care to protect the integrity and security of BusinessOnline and to prevent any unauthorised access as defined in the Computer Misuse Act 1990 (as amended). If properly used, BusinessOnline 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.</p> <p>14 Your obligations</p> <p>14.1 In addition to your other obligations under this Agreement you will:</p> <p>14.1.1 ensure that all Users are instructed to read the User Guides, and read and make sure they understand the terms of this Agreement before using BusinessOnline; and</p> <p>14.1.2 ensure that both you and other Users are aware of and adhere to the security requirements set out in Condition 4 and 5.</p> <p>14.2 If BusinessOnline is accessed from outside the UK you will ensure that the User complies with those local laws and regulations as to the use of BusinessOnline.</p> <p>15 Variations</p> <p>15.1 We may:</p> <p>15.1.1 change or withdraw any of the Functionalities;</p> <p>15.1.2 change any of the terms of this Agreement; and/or</p> <p>15.1.3 introduce or change charges for the Service (including changes to the frequency or dates of payment).</p> <p>We will give you at least 2 months' advance personal notice before making this kind of change unless we are required to make it sooner due to a Regulatory Requirement.</p> <p>15.2 When we tell you about a change we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you or to your Secure Messaging Service inbox, you will be treated as accepting the change on the date the change is to come into effect unless, before then, you tell us that you do not accept the change.</p>
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If you do not accept a change either you can terminate this Agreement without charge before the date we tell you the change will come into effect, or our notice of the change will be deemed to be our notice to terminate this Agreement under Condition 17.2.1.

16 Data protection

The Bank will share information about you and your business with other members of the Bank Group. The following sections explain how and for what purposes the Bank Group will use your personal information and information relating to your business, your business bank accounts and any associated business accounts but not information relating to any personal accounts that you have with the Bank Group.

16.1 Your information:

We may currently or in the future hold personal information about you or the Users. The information we process about you or the Users will be obtained from various sources including directly from you, from individuals with whom you or the Users are linked, from you or the Users' dealings with any member of the Bank Group and from other organisations including fraud prevention and credit reference agencies. Such information may also include sensitive personal data, such as information relating to you or the Users' health, criminal convictions or proceedings, but only where it is needed for the products or services we provide to your business.

16.2 The way we use information:

We may use your or the Users' information for the following reasons:

- 16.2.1 to operate and administer the products and services we provide to your business;
- 16.2.2 to comply with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations;
- 16.2.3 for the prevention of fraud and money laundering; and
- 16.2.4 to make credit decisions about your business.

We will treat all such information as confidential and will not give information to anyone except where:

- (a) we are permitted to do so by law;
- (b) we have a public duty to disclose the information;
- (c) we need to do so to comply with the requirements, codes or recommendations of any of our regulators;
- (d) we have your consent (which is not necessarily required to be in writing);
- (e) it is necessary for the performance of any product or service that we provide to you;
- (f) we have transferred any of our rights or obligations to another party.

16.3 Fraud prevention agencies

If you or the Users provide us with false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when checking details on applications for credit and credit related or other facilities, managing credit and credit related accounts or facilities, recovering debt, checking details on proposals and claims for all types of insurance or checking details of job applicants and employees. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. If you would like details of the agencies from which we obtain and record information about you, please write to: Central Refer Unit, 20 Merrion Way, Leeds, LS2 8NZ.

16.4 Provision of services and transfer of information

We may engage service providers, agents and subcontractors to provide services, which may involve processing you or the Users' information on our behalf. We may also need to transfer you or the Users' information to countries where they may not have data protection laws providing the same level of protection as those in the European Economic Area. In each of the circumstances set out in this Condition 16, we will ensure that the information is processed only in accordance with our instructions and under strict obligations of confidentiality.

16.5 Individuals are entitled to a copy of the personal information we hold about them on payment of a fee. For further information on individuals' rights under the Data Protection Act, you can contact The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or visit www.ico.gov.uk.

17 Termination

17.1 This Agreement shall continue until terminated in accordance with this Condition 17.

17.2 This Agreement may be terminated by us;

- 17.2.1 by giving you at least two months' written notice;
- 17.2.2 immediately in the event that we close all of your Accounts;
- 17.2.3 immediately by giving written notice if you have committed a material breach of this Agreement;
- 17.2.4 immediately by giving written notice in the event of fraudulent activity or unauthorised use of Security Details in connection with your use of BusinessOnline; or
- 17.2.5 immediately by giving written notice if you are declared mentally incapable, bankrupt, in liquidation, receivership or administration or are otherwise deemed insolvent.

17.3 Any rights and remedies available to either you or us before termination will remain and be unaffected by such termination.

17.4 You may terminate this Agreement immediately at any time by notifying us. If you do this, access to all your Accounts via BusinessOnline will be terminated.

17.5 If you terminate this Agreement you must review any future-dated payments instructed using BusinessOnline which are due to be made after the date of termination. We may process these future-dated payments unless you tell us otherwise.

17.6 Where you are a partnership, this Agreement will continue in force and effect until revoked by notice given by any one partner, notwithstanding any change of firm name, the admission of new partner(s) or any partner ceasing to be a partner of the firm.

17.7 On termination you must return all Security Devices to us.

18 Dispute Resolution

If you are not happy with any aspect of our service, please request a copy of our internal complaint handling procedures from any branch or from your Business Manager. Our aim is to resolve complaints to the satisfaction of our customers. However, if, having followed our published complaint procedures, you disagree with the final decision we have made, you may be eligible to refer the matter to the Financial Ombudsman Service. Details are available on request from any branch or your Business Manager or from www.financial-ombudsman.org.uk. Please note that due to the Financial Ombudsman Service's eligibility criteria not all Customers will be covered by this service.

19 Prevention of crime

19.1 A combination of legislation, regulation, FCA guidelines, International Sanctions and other regulatory requirements ("crime prevention measures") exists both in this country and in other jurisdictions to prevent money laundering, terrorist financing and the breach of international sanctions. We and other members of the Bank Group are required to take account of these crime prevention measures at all times and this may result in our requiring you to provide us with detailed information about you and/or the Users at the outset and again throughout any period you are using BusinessOnline.

19.2 Some crime prevention measures may require us to freeze accounts, delay processing payment and may include notification of suspicious transactions to the relevant authorities.

19.3 Neither we nor any members of the Bank Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising from any delay or failure by us, or any members of the Bank Group, in processing any transaction or in performing any obligations under this Agreement as a result of our adhering to, or attempting to adhere to any crime prevention measures.

20 Notices and Communication

20.1 Any notice to be given by us under this Agreement will be communicated to you or the Corporate Administrator either through BusinessOnline, including the Secure Messaging Service where this is available to you, or by post to your registered office or most recent postal address.

20.2 Any notice to the Bank under this Agreement, including advising us of any lost or stolen Security Devices, suspected fraud, security risk or improper use of BusinessOnline should be given to us as soon as possible by telephoning our

Helpdesk on one of the following numbers:

From the UK: 0800 121 4209

From overseas: +44 (0)141 248 4855

and should be confirmed to us in writing either by post to 30 St Vincent Place, Glasgow G1 2HL (For the attention of: Head of Online Channels) or to your Business Manager.

20.3 The language of this Agreement is English and communications and notices between you and us shall be in English.

20.4 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings.

21 Information

If you require a further copy of this Agreement you can obtain a copy online at www.cybusinessonline.co.uk, or in branch, or from your Business Manager.

22 Severability

Each term of this Agreement is capable of standing alone and is severable from the others. If term or terms are deemed void, illegal or unenforceable, the remainder will not be affected in any way.

23 Intellectual property rights

23.1 Nothing in this Agreement transfers, or creates an obligation to transfer, any intellectual property right (IPR). Other than as expressly stated in this Condition 23, nothing in this Agreement creates a licence of, or an obligation to grant a licence of, any IPR.

23.2 We hereby grant to you a non-exclusive, non-transferable licence to access and use BusinessOnline:

23.2.1 using a BusinessOnline Supported Browser for which you must obtain your own licence(s);

23.2.2 solely to access and use the Functionalities described in Condition 2.

24 Governing law

24.1 If the branch of the Bank holding your main business banking connection is in Scotland, Scots law governs the Agreement. If the branch of the Bank holding your main business banking connection is elsewhere, English law governs the Agreement.

24.2 Subject to the terms of Condition 18, both parties irrevocably submit to the non-exclusive jurisdiction of the courts of the country in which the branch of the Bank holding your main business banking connection is situated.

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

cybusinessonline.co.uk cbonline.co.uk ybonline.co.uk
