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# INVOICE DISCOUNTING AND FACTORING

**Website User Terms and Conditions**

July 2018

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**LLOYDS BANK**

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# Website User Terms and Conditions

By using the Website You agree to be bound by these Website User Terms and Conditions.

## 1. Interpretation

- 1.1 In these Website User Terms and Conditions:
- 1.2 **"Bank"** means each of Lloyds Bank Plc, Lloyds Bank Commercial Finance Limited and Bank of Scotland Plc.
- 1.3 **"Facility Agreements"** means the invoice discounting and/or factoring facility agreements or other facility operated using the Website and entered into between you and a Bank.
- 1.4 **"Permitted Purpose"** means the operation of the Facility Agreements.
- 1.5 **"Security Device(s)"** means a unique password, an identification login and any other security device provided by the Bank to You from time to time for the purposes of allowing access to the Website.
- 1.6 **"You"** and **"Yours"** are references to the client and any of its lawful successors and permitted assigns.
- 1.7 **"Website"** means [lloydsbank.com/invoice-finance-online](https://lloydsbank.com/invoice-finance-online) (the **"Landing Page"**) additionally the IFO or Invoice Finance Online website accessed through the Landing Page together with any software made available to you on or in connection with your use of the Website and, in any case, includes any additional or alternative domain name by which we may communicate with each other over the internet from time to time.

## 2. Licence

- 2.1 The Bank grants a non-exclusive, non-transferable licence to You to access and use the Website for the Permitted Purpose.
- 2.2 The Bank may notify You from time to time, through a notice being posted on the Website, of any variations to these Website User Terms and Conditions, which will be effective immediately upon such notice being posted.
- 2.3 The Bank shall provide You with Security Devices and notify You of any security procedures or directions which are relevant to the Security Devices or to Your access and use of the Website.
- 2.4 The Bank reserves the right to change or make any change to any Security Device from time to time and You shall promptly implement all such changes required by the Bank.
- 2.5 You shall comply with all security procedures and directions notified to You by the Bank concerning the Website. You shall be responsible for preserving the confidentiality of the Security Devices and shall effect and maintain such security measures as are reasonably necessary to safeguard the Security Devices from access or use by any unauthorised person, including, without limitation, ensuring that You keep Your Security Devices confidential. If You know or have reasonable grounds to suspect that any unauthorised person has obtained a Security Device or has had unauthorised access to the Website, You shall promptly notify the Bank.
- 2.6 The Bank reserves the right at any time, in its sole discretion, to temporarily or permanently suspend or restrict Your access to the Website if, in the Bank's opinion, You have failed to comply with the security procedures and directions notified to You by the Bank.
- 2.7 You acknowledge that any Security Device may expire and be disabled by the Bank if it is not used by You to access the Website within a period of time determined by the Bank.

## 3. No Warranty

- 3.1 The Bank uses reasonable endeavours to ensure that all information on the Website is up to date. However, neither the Bank nor its licensors warrant the continuous availability, performance or error free content of the Website and (without excluding liability for death or personal injury) neither the Bank nor its licensors shall be liable for any loss, liability, damage or expense whatsoever suffered by You or any other third party resulting from the use of the Website or any of the content thereon from time to time.
- 3.2 Neither the Bank nor any of its licensors shall be responsible or liable for any error by You in inputting any information on the Website.

## 4. Your Obligations

You shall not:

- 4.1 Introduce any virus or engage in illegal or unlawful activities through the Website which shall include, without limitation, gaining unauthorised access to the Bank's or any other computer system and the transfer, via the Website, of fraudulent, defamatory, infringing, obscene or indecent material;
- 4.2 Obtain or attempt to obtain access, through whatever means, to areas of the Website which are identified as restricted or confidential; or
- 4.3 Otherwise interfere with or disrupt any network or website, which may be connected to the Website.

## 5. Termination

- 5.1 Except for the exclusion of liability under paragraph 3 above in these Website User Terms and Conditions, these terms shall automatically terminate upon the termination of the Facility Agreements.

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Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use the Next Generation Text (NGT) Service (previously Text Relay/Typetalk).

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Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Factoring and Invoice Discounting facilities may be provided by either Lloyds Bank Commercial Finance, Lloyds Bank plc or Bank of Scotland plc.

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