

## Online Trade Services terms and conditions

### 1 Application

- 1.1 These LOTS General Terms apply only to the use of the Online Trade Services by the Customer or any person purporting to be the Customer and/or one of its Users.
- 1.2 These LOTS General Terms are additional to the Trade Services General Terms and should be read together with the Trade Services General Terms.

### 2 Scope

- 2.1 The Online Trade Services enable the Customer to initiate and receive information on transactions in respect of certain Trade Products.
- 2.2 The Online Trade Services will commence with effect from the later of: (a) the date when the Bank first notifies a Service Administrator that the Service Administrator may appoint other Users; and (b) the date of delivery to the Customer of the Service Materials.

### 3 Access to the Online Trade Services

- 3.1 Neither the Bank nor any other Lloyds Bank Affiliate guarantees that the Online Trade Services will always be available or be uninterrupted at any given time.
- 3.2 The Bank reserves the right at any time to suspend, withdraw, discontinue or change the Online Trade Services or access thereto for such period or periods as it considers appropriate in its absolute discretion for any purpose, including:
  - (a) (routine or emergency) maintenance;
  - (b) enhancement;
  - (c) if the Bank believes there has been or may be (i) a breach of security or (ii) unauthorised or fraudulent use of the Online Trade Services; and/or
  - (d) breach by the Customer of any of its obligations set out in these LOTS General Terms.

### 4 General Obligations of the Customer

The Customer shall, and shall procure that Service Administrators and all other Users shall, comply with these LOTS General Terms including all applicable procedures and instructions issued by the Bank whether in the User Guide or otherwise.

### 5 Service Administrators and other Users

#### 5.1 Service Administrators

##### Appointment of the first Service Administrator

- 5.1.1 The initial Service Administrators for the Customer in respect of the Online Trade Services shall be those identified in the relevant section of the Application Form.

##### Appointment of further Service Administrators and removal of Service Administrators

- 5.1.2 A further Service Administrator may be appointed or a Service Administrator may be removed:
  - (a) pursuant to Clause 5.1.4 by any Service Administrator for and on behalf of the Customer; or
  - (b) by the Customer by providing a written notice of appointment or removal to the Bank:
    - (i) signed by the Customer in accordance with its Mandate; and
    - (ii) specifying:
      - (aa) the details of the new or removed Service Administrator(s); and
      - (bb) the date on which such appointment or removal is intended to take effect.
- 5.1.3 The effective date of the appointment or removal shall be the later of:
  - (a) the date specified in the notice of appointment or removal provided to the Bank under Clause 5.1.2 as the intended effective date of such appointment or removal;
  - (b) the date on which that notice is received by the Bank; and
  - (c) in the case of an appointment, the date of notice by the Bank to the relevant User that such User has been granted access to the Online Trade Services.

#### Powers of the Service Administrator

- 5.1.4 The Customer agrees that, when it appoints a Service Administrator under Clause 5.1.1 or 5.1.2, that Service Administrator is authorised to use all of the powers of the Customer in relation to the Online Trade Services including, but not limited to, the appointment, suspension and removal of:
  - (a) another Service Administrator; and/or
  - (b) any other User.

#### Obligations of the Service Administrator

- 5.1.5 The Customer agrees to procure that each Service Administrator:
  - (a) verifies the identity of any person before appointing them as a Service Administrator or User;
  - (b) verifies that a person is at least 18 years old before appointing them as a Service Administrator or User; and
  - (c) provides to the Bank promptly, on request, details of all current Service Administrators and Users.

#### 5.2 All Users

##### Obligations of all Users:

- 5.2.1 The Customer shall procure that Users do not use the Online Trade Services or Service Materials:
  - (a) in a way or for any purpose:
    - (i) not authorised by the Bank;
    - (ii) not envisaged under these LOTS General Terms; or
    - (iii) not permitted by or which is not in compliance with the Service Materials;
  - (b) other than for the Customer's business purposes;
  - (c) in a way that will or is reasonably likely to result in a breach by the Customer, any User or any Lloyds Bank Affiliate of any applicable law or regulation; or
  - (d) to send messages or carry out actions that could be considered offensive.
- 5.2.2 The Customer shall not and shall procure that Users do not use Service Materials for any purpose other than accessing the Online Trade Services.

### 6 Customer Group Companies

- 6.1 If the Customer would like Customer Group Companies to be able to apply for Trade Products through the Online Trade Services, the Customer may elect to use the "Entities" function within the Online Trade Services.
- 6.2 Through the "Entities" function on the Online Trade Services, the Customer's Service Administrators may from time to time appoint Service Administrators to represent other Customer Group Companies who may then use the Online Trade Services.
- 6.3 It is the responsibility of the Customer to ensure that any appointment made under Clause 6.2 is made in accordance with the authorities granted to the Customer Group Companies by the Customer.
- 6.4 The Customer must ensure at all times that restrictions are in place to ensure that Service Administrators and other Users appointed under the "Entities" function under the Online Trade Services do not act outside of the authority granted by the Customer. No Lloyds Bank Affiliate will be liable for any loss as a result of action taken, or any Lloyds Bank Affiliate acting on any instruction given, by a Service Administrator or other User outside of these authorities.

### 7 Lloyds Bank Affiliates

From time to time, the Online Trade Services may be used to process transactions between a Customer and a Lloyds Bank Affiliate other than Lloyds Bank plc. In these circumstances:

- (a) the Customer will contract with Lloyds Bank plc under these LOTS General Terms in connection with the provision and utilisation of the Online Trade Services, but the relevant Trade Products may be provided by the other Lloyds Bank Affiliate under its own product terms and conditions;

- (b) the Lloyds Bank Affiliate will have the benefit of these LOTS General Terms to the extent relevant to its provision of the Trade Products; and
- (c) the Customer irrevocably consents to the disclosure of information relating to itself and its bank accounts between Lloyds Bank plc and the relevant Lloyds Bank Affiliate.

## 8 Instructions, access and use of the Online Trade Services Conditions of submitting instructions

### Timing for instructions

- 8.1 Save as otherwise specified in these LOTS General Terms and/or User Guide, instructions and messages submitted by the Customer on any day will not be accessed by the Bank before and will only be deemed submitted by the Customer at:
  - 8.1.1 if successfully submitted on a Business Day between the hours of 9 am and 5 pm UK time, the time of such successful submission by the Customer;
  - 8.1.2 if successfully submitted on a Business Day before 9 am UK time, 9 am UK time; and
  - 8.1.3 if successfully submitted at any time other than as set out Clauses 8.1.1 or 8.1.2, 9 am UK time on the immediately following Business Day.

- 8.2 Instructions may be submitted in any form permitted via the Online Trade Services website and/or by email addressed to or from a Lloyds Bank Affiliate.

### Responsibility for instructions

- 8.3 The Customer is responsible for the content and accuracy of all instructions issued or purported to be issued by it or any of its Users, provided that the relevant authentication procedure has been followed.

Submission of data in relation to the issue of any Instrument or in relation to the variation of any Instrument will be treated as an instruction to issue or vary the relevant Instrument (as applicable). In relation to any variation to any Instrument the Customer will continue to be bound by the applicable standard terms applicable to that Instrument.

Receipt by a Lloyds Bank Affiliate of any instruction, data, message or notice issued or purporting to be issued by the Customer and/or Users in accordance with the relevant authentication procedure will constitute full and unconditional authority to that Lloyds Bank Affiliate to carry out or act upon that instruction, data, message or notice and that Lloyds Bank Affiliate shall not be bound to enquire as to the authenticity of any such instruction, data, message or notice.

- 8.4 Without prejudice to Clause 8.3, the Bank may demand additional identification or authentication from the Customer before acting on any instruction or message.

### Execution of instructions

- 8.5 The Customer acknowledges that processing an instruction is subject to successful receipt of that instruction by the Bank. The Customer cannot assume that the Bank has acted on an instruction unless and until the Bank has confirmed that it has done so. The Bank will notify to the Customer any such confirmation if so requested by a User.
- 8.6 The Bank does not warrant or represent that it will respond to messages or act upon instructions within a specified timescale and any indication of timescale given to the Customer is an estimate only and not binding on the Bank.

### Validity of instructions

- 8.7 The Customer agrees that it will not challenge the legal effect, validity or enforceability of any instruction on the basis that such instruction is in electronic form and/or not signed or that the instruction constitutes a breach of these LOTS General Terms.

### Liability for execution of instructions

- 8.8 No Lloyds Bank Affiliate will be liable for any loss or damage arising directly or indirectly from any failure or delay in the carrying out of any instructions or for any interruptions in, suspension of, or inability to access the Online Trade Services, or any acts or omissions of any third party, including any financial institution or network operator.
- 8.9 The Customer shall, at its own cost, access the Lloyds Bank Website through its own internet service provider using its own equipment and shall at all times be and remain responsible for ensuring that its equipment is compatible with the relevant requirements for access to and use of the Online Trade Services.
- 8.10 The Customer acknowledges that information displayed through the Online Trade Services in relation to the status of any Instrument requested by the Customer may not always be correct, up to date or available. The Customer acknowledges its obligations to keep its own records and independently verify information provided to by the Online Trade Services.

## 9 Service Materials

The Service Materials include software proprietary to the Bank or its licensors and may include software which is designed to operate with the Customer's internal systems as described by the Customer to the Bank for the purposes of the supply of the Online Trade Services. The Bank specifically denies any express or implied warranty or representation that software will be fit to operate in conjunction with any hardware items or software products not supplied by the Bank or that its use will be uninterrupted or error free.

## 10 Data Protection

- 10.1 Save as otherwise provided at Clause 10.7, the parties agree that they each act as independent data Controllers in connection with Personal Data processed pursuant to these LOTS General Terms.
- 10.2 Without prejudice to any other agreement with any Lloyds Bank Affiliate permitting the wider use of Personal Data, the Bank (and any Lloyds Bank Affiliate) shall use Personal Data provided to the Bank by the Customer, Service Administrators and other Users or otherwise hereunder for the purposes only of the supply of the Online Trade Services and for exercising their respective rights and obligations under these LOTS General Terms and applicable law.
- 10.3 The Customer must ensure that data provided to the Bank is always properly and accurately maintained, in particular that redundant User profiles are promptly removed and that Users' contact details, including e-mail addresses, are accurate and up to date.
- 10.4 The Customer must comply with the Data Protection Laws when using the Online Trade Services.
- 10.5 The Customer shall ensure that persons under the age of 18 do not submit any Personal Data to the Bank in connection with these LOTS General Terms.
- 10.6 Where the Customer has disclosed information about Data Subjects to a Lloyds Bank Affiliate the Customer represents and confirms that those Data Subjects have appointed the Customer to act for them and the Customer has obtained any and all consents or authorisations required to (1) disclose the relevant Personal Data to the Lloyds Bank Affiliate and (2) legitimise the Lloyds Bank Affiliate's processing of Personal Data for the purposes outlined at Clause 10.2.
- 10.7 The parties acknowledge and agree that the Bank acts as a Processor in connection with the Transaction Personal Data. The Bank shall, in respect of the Transaction Personal Data:
  - 10.7.1 ensure that the Bank's personnel required to access the Transaction Personal Data are subject to enforceable duties of confidence in respect of it;
  - 10.7.2 notify Customer promptly upon receipt of any Data Subject Request and provide all reasonably necessary assistance to Customer in relation to the same;
  - 10.7.3 take appropriate procedural, technical and organisational measures to prevent unlawful disclosure, unauthorised processing of or accidental loss, destruction, damage or alteration to the Transaction Personal Data, and assist Customer in complying with its security obligations under the Data Protection Law;
  - 10.7.4 make available to Customer all information necessary to demonstrate compliance with the obligations under this clause and allow for and contribute to audits including inspections conducted by Customer or another auditor mandated by Customer;
  - 10.7.5 provide the Customer with reasonable assistance to conduct any mandatory data protection impact assessments, at the Customer's cost;
  - 10.7.6 on termination of this Agreement, return to Customer, or destroy (at Customer's direction), any Transaction Personal Data in the Bank's possession or control unless applicable laws require the continued storage of such Transaction Personal Data;
  - 10.7.7 notify Customer immediately if an instruction it receives in relation to processing of the Transaction Personal Data infringes applicable laws;
  - 10.7.8 notify Customer without undue delay after becoming aware of a Personal Data Breach relating to the Transaction Personal Data and provide all related information and cooperation reasonably requested by Customer in connection thereto; and
  - 10.7.9 not transfer the Transaction Personal Data outside of the UK/EEA.

- 10.8 Customer agrees that the Bank may engage sub-processors and hereby provides general written authorisation to such sub-processing, provided that the Bank:
- 10.8.1 informs the Customer of any intended changes concerning the addition or replacement of sub-processors before the addition or replacement becomes effective, thereby giving the Customer the opportunity to object to such changes;
  - 10.8.2 imposes the same data protection obligations as set out in Clause 10.7 and this clause 10.8 on the sub-processor by way of a written contract or other legal act; and
  - 10.8.3 where that sub-processor fails to fulfil its data protection obligations, the Bank shall remain fully liable to the Customer for the performance of that sub-processor's obligations.

## 11 Security

### 11.1 Service Materials access details

- 11.1.1 The Customer must comply with all applicable security procedures and keep secure and confidential all:
  - (a) usernames;
  - (b) passwords; and
  - (c) any other Service Materials supplied by the Bank in accordance with any security or User authentication system that may apply in relation to the Online Trade Services from time to time.
- 11.1.2 The Customer must change the Security Service Materials no less frequently than recommended by the Bank and must change the Security Service Materials immediately if it suspects that a breach of security has taken place.

### Third Party Security

### 11.2 The Customer must not:

- (a) use any software or other tool to permit a third party; nor
- (b) take, or permit a third party to take, any action which may allow any person, unauthorised access to the Online Trade Services or any system or network of the Bank or their respective agents or subcontractors.

### 11.3 The Customer must set up and maintain adequate monitoring and security measures to ensure that:

- (a) only authorised persons have access to Service Materials; and
- (b) the Online Trade Services are not accessed by unauthorised persons including any person under the age of 18 years.

### 11.4 The Customer must notify the Bank immediately by telephoning the e-Operations Helpdesk for the Online Trade Services if it becomes aware or suspects that:

- (a) an unauthorised person has accessed the Service Materials or the Online Trade Services; or
- (b) any of the Service Materials have been or are likely to be lost, stolen, damaged or otherwise compromised.

### Harmful Programmes and defects in software

- 11.5 The Customer must not, and will ensure that Users do not, transmit or upload any Harmful Programmes which may interfere with or disrupt the Lloyds Bank Website or any network connected thereto.
- 11.6 The Customer acknowledges that its systems will from time to time be under threat from Harmful Programmes and other intrusive devices. The Customer is responsible for taking all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via the Online Trade Services or otherwise and none of the Lloyds Bank Affiliates shall not be liable for any loss or damage caused thereby.

## 12 Changes

### 12.1 At any time and from time to time, the Bank may in its absolute discretion:

- (a) make changes to these LOTS General Terms, including, but not limited to, changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions, to take account of reorganisations within Lloyds Banking Group, to change the scope of the Online Trade Services, to improve security or to take account of changes in systems or rules applicable thereto; or
- (b) modify the Service Materials or supply replacements for all or any part thereof for use by the Customer; or
- (c) make changes to the terms and conditions in respect of Trade Products.

- 12.2 Changes made by the Bank in accordance with this Clause 12 will become effective and shall be binding on the Customer on and from the date falling 30 days after the date on which the relevant Change Notification was made by the Bank (or such later date as agreed to by the Bank in its absolute discretion).

- 12.3 If a change referred to in Clause 12.1 above is to the Customer's disadvantage, the Customer may, by notice in writing to the Bank, to be received by the Bank no later than 30 days after the relevant Change Notification is made by the Bank, terminate these LOTS General Terms and its access to the Online Trade Services with immediate effect without additional charge, provided that:

- 12.3.1 such termination shall not affect any rights, remedies, obligations or liabilities of the Customer or any Lloyds Bank Affiliate that have accrued up to such termination, including the right to claim damages in respect of any breach of these LOTS General Terms which existed at or before such termination; and
- 12.3.2 the provisions of these LOTS General Terms will continue in full force with respect to any Instrument issued on or prior to such termination.

- 12.4 Copies of the latest documents comprising these LOTS General Terms and all other documents and material referred to herein are available to the Customer on request from the Customer's relationship manager and through the Online Trade Services and/ or at the Bank Website.

## 13 Warranties and Indemnities

- 13.1 Each party warrants to the other that it has the power and authority to enter into and perform these LOTS General Terms without infringing the rights of any third party. Where the Customer is acting on behalf of a Customer Group Company it warrants that it has authority to give instructions to the Bank on behalf of the relevant Customer Group Company.

- 13.2 The Customer warrants and represents that the information provided in the Application Form and any information provided by any Service Administrator and any other User is accurate, complete and up to date.

- 13.3 The Customer agrees fully to indemnify, and keep indemnified, each Lloyds Bank Affiliate against all losses, costs, claims, damages and expenses which may be sustained or incurred by a Lloyds Bank Affiliate as the case may be, as a result of:

- (a) out of date or incorrect information or instructions received from the Customer and/or Users;
- (b) use of the Online Trade Services by the Customer or any of its Users;
- (c) unauthorised use of the Online Trade Services using Service Materials provided to the Customer;
- (d) material comprising the Customer's instructions or otherwise provided by the Customer infringing any applicable laws, regulations or third party rights including intellectual property rights;
- (e) any failure on the part of the Customer or any User to comply with the terms of these LOTS General Terms, the User Guide or any other reasonable instructions issued by a Lloyds Bank Affiliate from time to time; and/or
- (f) any warranty, representation or confirmation given by the Customer in these LOTS General Terms being or becoming untrue.

## 14 Intellectual Property Rights

- 14.1 The Customer acknowledges and agrees that the Bank and/or its licensors own(s) all intellectual property rights in the Online Trade Services and the Service Materials including any copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered). The Bank grants to the Customer a non-transferable, non-exclusive royalty free right and licence to those intellectual property rights solely for the purpose of and to the extent necessary for access to and use of the Online Trade Services. The Customer must not grant any sub-licence to any third party in respect of any of the intellectual property rights of the Bank or any of its licensors.

- 14.2 The Customer must not and will ensure that Users do not adapt, alter, copy, decompile, disassemble, modify or reverse engineer (except to the extent permitted by law) any of the Service Materials (or any information, techniques, data or designs relating to it).

- 14.3 The Customer must not and will ensure that Users do not remove or alter any proprietary markings, copyright notices, confidential legends, trademarks, trade or brand names appearing on the Online Trade Services or the Service Materials or any material supplied by the Bank under these LOTS General Terms.

- 14.4 The Customer must not create or allow to be created any links to or from any website to any part of the Online Trade Services or cause the Online Trade Services to appear in any form (whether by framing or otherwise) other than that presented by the Bank.

**15 Confidentiality**

- 15.1 The Customer agrees to maintain in confidence and shall procure that each Service Administrator and each other User maintains in confidence the Service Materials and any other material or information disclosed by a Lloyds Bank Affiliate to the Customer related to the Online Trade Services whether in tangible or intangible form and that neither the Customer nor any User shall disclose the same to any third party or use the same other than as permitted by these LOTS General Terms.

**16 Limitation of Liability**

- 16.1 The Customer acknowledges that the Online Trade Services are not the sole means at its disposal to access trade products and so the Customer agrees that any use of the Online Trade Services is at its own risk. Unless otherwise stated in these LOTS General Terms the following provisions set out the entire liability of all Lloyds Bank Affiliates taken together (including any liability for the acts or omissions of its employees, agents and sub-contractors in connection with online trade services) to the Customer in respect of any breach of these LOTS General Terms, any use of the Online Trade Services and any representation, statement, tortious act or omission (including negligence) arising out of or in connection with these LOTS General Terms or otherwise in connection with online trade services.
- 16.2 In connection with these LOTS General Terms and the Online Trade Services, no Lloyds Bank Affiliate shall be liable for any:
- loss of:
    - profits;
    - business;
    - (or corruption of) data;
    - goodwill;
    - anticipated savings or similar loss of pure economic loss, whether such loss was foreseeable or not and whether or not the any Lloyds Bank Affiliate was aware that the same could occur; and
  - special, indirect or consequential losses, costs, damages, charges or expenses.
- 16.3 The total aggregate liability of all Lloyds Bank Affiliates taken together in contract and tort or otherwise arising out of performance of these LOTS General Terms, any use of the Online Trade Services or otherwise in connection with online trade services (including in respect of negligence) in any period of 12 months up to the date when the liability was incurred shall not exceed the greater of:
- the aggregate of the charges actually paid by the Customer (if any) in respect of that period; and
  - £1,000.
- 16.4 Nothing in these LOTS General Terms will be deemed to exclude or limit any Lloyds Bank Affiliate's liability to any extent which is not permissible under applicable law including liability for death or personal injury caused by that Lloyds Bank Affiliate's negligence or for fraud or fraudulent misrepresentation or under the Financial Service and Markets Act 2000 or any associated regulations.

**17 Force Majeure**

No Lloyds Bank Affiliate will have any liability to the Customer under these LOTS General Terms if it is prevented from or delayed in performing its obligations under these LOTS General Terms, or from carrying on its business, by any abnormal or unforeseeable circumstances beyond its reasonable control, including acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, pandemics, epidemics, sabotage or riots, and floods, fires, explosions or other catastrophes or natural disasters, compliance with a law or governmental order, rule, regulation or direction or failure of equipment, software or communications network(s) or other circumstances affecting the supply of goods or Online Trade Services.

**18 Sanctions**

You must not use the Online Trade Services in a way that, or in connection with transactions that, may be in breach of any sanctions and/or embargos imposed by the international community including the UK, EU, UN, USA and/or any local jurisdictions including logging on to the Online Trade Services or sending instructions from sanctioned countries. Each time that a User logs on to the system you represent and warrant that in doing so you are not in breach of any such sanction and/or embargo and that you do not intend to use the Online Trade Services in such a way that may breach any such sanction or embargo.

**19 Term and Termination**

- 19.1 These LOTS General Terms will continue in force until terminated as provided in this Clause.

- 19.2 The Bank may terminate these LOTS General Terms or, at its option, suspend access to the Online Trade Services forthwith by notice to the Customer on the occurrence of any of the following events:

- the Customer breaches any of its obligations under these LOTS General Terms, the Trade Services General Terms, any Instrument Specific Terms or any obligation under any agreement the Customer may have with any Lloyds Bank Affiliate;
  - the Customer uses the Online Trade Services for or in connection with any purpose which is or may be unlawful;
  - an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order in relation to the Customer;
  - an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of an intention to appoint an administrator is given by the Customer or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule BI to the Insolvency Act 1986);
  - a receiver is appointed of any of the Customer's assets or undertakings, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets;
  - the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
  - the Customer takes any similar or analogous action in any jurisdiction.
- 19.3 Either party may also terminate these LOTS General Terms by giving 30 days' notice in writing to the other.
- 19.4 In the event that the Customer's relationship with the Bank or Mandate is terminated these LOTS General Terms will terminate automatically without further act of the parties.
- 19.5 The Customer may also terminate these LOTS General Terms in accordance with Clause 12.3 hereof.
- 19.6 On termination of these LOTS General Terms for any reason:
- the Customer's right to use the Online Trade Services will immediately cease and the Bank reserves its right (in its absolute discretion) not to take any further action in respect of any instructions received from the Customer even if received prior to the date of termination;
  - within 7 days of the date of termination the Customer shall make satisfactory arrangements for the return to the Bank of any Service Materials or other materials or items supplied by the Bank to the Customer for use in connection with the Service;
  - the accrued rights of the parties as at termination, or the continuation after termination of any provision that is intended to apply after termination, will not be affected or prejudiced; and
  - for the avoidance of doubt nothing will affect the obligations of either party under any agreement made with respect to the Trade Products (or any other products, agreements or instruments between any Lloyds Bank Affiliate and the Customer or issued by any Lloyds Bank Affiliate pursuant to any application from the Customer) using the Online Trade Services which shall continue in effect according to its terms.

**20 Notices**

- 20.1 Unless otherwise permitted under these LOTS General Terms, all notices and communications between the parties must be given in accordance with clause 12.3 of the Trade Services General Terms, provided that any reference to "the Customer" in such clause 12.3 shall be read as a reference to "the Customer or any User" for these purposes and provided that the following will additionally apply.
- 20.2 Unless otherwise permitted under these LOTS General Terms notices or other communications by the Bank to the Customer may also be sent electronically using Online Trade Services.
- 20.3 Any notice given by the Bank to any User is deemed given to the Customer and it will be sufficient for the Bank to have given notice to one User even if there is more than one.



**21 General**

- 21.1 No failure or delay by a party to exercise any right or remedy provided under these LOTS General Terms or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise and any waiver will only be effective if made in writing. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.
- 21.2 If any Clause or part of these LOTS General Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability of any other provision of those documents in that jurisdiction; or of that or any other provision in any other jurisdiction.
- 21.3 The parties agree that these LOTS General Terms (as amended from time to time), together with the Trade Services General Terms and Instrument Specific Terms, constitute the entire agreement between them with respect to the subject matter of these LOTS General Terms, which supersedes all proposals, oral or written, and all other communications between them relating to it. Each of the Bank and the Customer agrees that it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) of any person (whether or not a party to these General Terms) other than as expressly set out in these LOTS General Terms.
- 21.4 Each provision of these terms and conditions benefitting any Lloyds Bank Affiliate under these LOTS General Terms shall be enforceable by that Lloyds Bank Affiliate under the Contract (Rights of Third Parties) Act 1999. Otherwise, unless otherwise stated in these LOTS General Terms, these LOTS General Terms, and the documents referred to in them, are made for the benefit of the parties to them and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.
- 21.5 The Customer may not assign or transfer or otherwise dispose of any of its rights and/or obligations under these LOTS General Terms without the prior written consent of the Bank. The Bank may assign, transfer, sub-participate or otherwise dispose of any of its rights and/or obligations under these LOTS General Terms. If the Bank requests that the Customer enter into any further documents in order to allow us to transfer these rights and/or obligations you must do so without delay.
- 21.6 The Customer waives all immunity in accordance with clause 11.6 of the Trade Services General Terms.

**22 Governing Law**

- 22.1 These LOTS General Terms (including non-contractual obligations) shall be governed by, construed and take effect in all respects in accordance with the laws of England and Wales.
- 22.2 Clauses 16 (Governing law and jurisdiction) and 17 (Process Agent) of the Trade Services General Terms is incorporated into these LOTS General Terms mutatis mutandis, amended so that references to "General Terms" therein are read as references to "LOTS General Terms" instead and references to "Application" therein are read as references to "Application Form" instead.

**23 Definitions and Interpretation****23.1 Definitions**

Capitalised terms used in these LOTS General Terms and not defined herein have the meaning given to them in the Trade Services General Terms.

The following words and phrases have the following meanings:

**Application Form:** means the application form for online trade services submitted by the Customer to the Bank through the Online Trade Services, including any application to the Bank relating to any Trade Product.

**Bank:** means Lloyds Bank plc (including its branches), or where applicable, Lloyds Bank plc (including its branches) as agent on behalf of Bank of Scotland plc.

**Change Notification** means, in respect of any change referred to in Clause 12.1, a notification by the Bank to the Customer or the Service Administrator of such change, which notification may be made by:

- notifying the Customer or the Service Administrator of such change;
- sending the Customer or the Service Administrator a copy of the new terms and conditions or a summary of the changes through the Online Trade Service; or
- directing the Customer to the Lloyds Bank Website where the latest terms and conditions and/or a summary of the changes are posted.

**Controller:** an entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

**Customer** means the person identified as the "Applicant" in the Application Form.

**Customer Group Company:** another company that the Bank considers to be in the same corporate group as the Customer at the relevant time.

**Data Protection Laws:** all laws and regulations applicable to the Processing of Personal Data under this Agreement, including the UK Data Protection Act 2018, the UK GDPR, the GDPR and other laws and regulations of the European Union, the EEA and their member states and the United Kingdom relating to the Processing of Personal Data and privacy.

**Data Subject:** an identified or identifiable natural person.

**Data Subject Request:** a Data Subject's request to access, correct, amend, transfer, restrict, object to the Processing of, or delete that person's Personal Data to the extent provided for under the Data Protection Laws.

**EEA:** the European Economic Area.

**GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

**Harmful Programme:** any material that contains viruses, Trojan horses, worms, time bombs, malware, spyware, adware, malicious scripts or any other harmful programmes which may interfere with or disrupt the Lloyds Bank Website or any network connected to it.

**Instrument:** a specific instance of a Trade Product that has been requested by the Customer.

**Lloyds Bank Affiliates** means each of the Bank and its Affiliates (including, in each case, where applicable, any of their representative and branch offices in any jurisdiction).

**Lloyds Bank Website:** the website located at <http://commercialbanking.lloydsbank.com/terms-and-conditions> or any other URL as the Bank may use from time to time to provide access to the Online Trade Services.

**Lloyds Banking Group:** Lloyds Banking Group plc and its subsidiaries for the time being (including, where applicable, their representative and branch offices in any jurisdiction).

**LOTS General Terms:** these terms and conditions between the Bank and the Customer for the use by the Customer of the Online Trade Services.

**Mandate:** an up to date authority provided by the Customer to the Bank for the operation of an account in the name of the Customer held with the Bank and Lloyds Bank plc (as applicable).

**Online Trade Services:** the online trade services platform accessible via the internet to enable Customers to instruct the Bank in respect of the trade applications referred to in these LOTS General Terms. The platform is currently accessible at <https://www.lloydsbanktradeservices.com/lots55-clientside/portal#/login>. References to the Online Trade Services include any successor or alternative technology.

**Personal Data:** any information relating to a Data Subject.

**Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**Processor:** an entity which processes Personal Data on behalf of a Controller.

**Security Service Materials:** the items or information described in Clause 11.1.1.

**Service Administrator:** an individual appointed (and not removed) by the Customer in accordance with Clause 5 to act as a primary point of contact between the Customer and the Bank. Service Administrators are also responsible for approving access to, and managing use, of the Online Trade Services by Users.

**Service Agent:** means an agent for the service of process located in the United Kingdom in relation to any proceedings before the English courts in connection with these LOTS General Terms and the Online Trade Services.

**Service Materials:** any software or documentation, including (where relevant) the User Guide, authentication codes, user names, passwords, personal identification numbers (PINs), authenticator cards, readers and any other equipment supplied by the Bank from time to time for use in connection with the Online Trade Services.

**Trade Product:** each trade product which the Bank may make available to the Customer through the Online Trade Services from time to time, including, as at the date hereof, the following:

- Import Letters of Credit;
- Export Letters of Credit;
- Undertakings (including, guarantees, bonds and indemnities);
- Import Collections;
- Export Collections; and
- Standby Letters of Credit,

including any avasilation in connection with any of the foregoing.

For the avoidance of doubt, the Bank may add or withdraw trade products through the Online Trade Services from time to time in its absolute discretion.

**Trade Services General Terms:** means the Lloyds Bank plc General Terms for Trade Services which can for the time being, be accessed at <https://www.lloydsbank.com/assets/commercial/pdfs/13227.pdf> subject to such amendments as may have been agreed between the Bank and the Customer, in each case, as the same may be amended by the Bank from time to time in accordance with the terms thereof.

**Transaction Personal Data:** any personal data comprised in the data set held in relation to the issue of a Trade Instrument.

**User:** each Service Administrator and any individual appointed by a Service Administrator in accordance with Clause 5.1.2 and each person who accesses to the Online Trade Services using log on details provided to the Customer or created by a Service Administrator.

**UK:** United Kingdom.

**UK GDPR:** the GDPR as amended and transposed into the laws of the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020.

**User Guide:** the guide the Bank provides in support of the Online Trade Services from time to time and any other guidance or information relating to the Online Trade Services which the Bank may publish or supply through Online Trade Services from time to time.

- 23.2 The principles of interpretation and construction set out in clause 18.5 of the Trade Services General Terms shall apply to these LOTS General Terms as if set out in full herein, mutatis mutandi.