

COMMERCIAL BANKING



HOST TO HOST

Product & Services Terms & Conditions



LLOYDS BANK

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Core Banking Agreement

(“**The Agreement**”) contains terms, conditions and important information that apply to certain of our products and services.

Those products and services can be identified as they state in the header Core Banking Agreement.

Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



RELATIONSHIP TERMS & CONDITIONS

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



PRODUCT & SERVICES TERMS & CONDITIONS

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



GENERAL INFORMATION ON PAYMENTS, CHARGES & CONTACTS

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at lloydsbank.com/corebankingagreement or request a copy from your relationship team.





DEFINITIONS

Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges and Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise defined in these Product & Services Terms & Conditions

1. Definitions

- 1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

Account(s)

means the bank **Account(s)** maintained by you and, where applicable, your **Affiliates**, which is to be used in connection with the **Solution**.

Affiliate

means if you are a body corporate, any subsidiary or holding company of such body corporate and any subsidiary of any such holding company for the time being.

Cash Management Service

means the optional **Service** described at clause 8.2.

CCN

has the meaning given at clause 10.2.

Change

means any **Change**, variation or amendment to the **Solution Overview** proposed by you.

Cheque Printing Service

means the optional **Service** described at clause 9.2.

Commencement Date

means the date on which the provision of the **Solution** by us shall commence, as agreed between you and us.

Host to Host Helpdesk

means the Host to Host Helpdesk telephone number set out in **Contact details**.

Euro Payment Day

means a day on which **TARGET2** is open for settlement of payments in euro.

LBCM plc

The Jersey branch of Lloyds Bank Corporate Markets plc's principal place of business is 11-12 Esplanade, St. Helier, Jersey JE2 3QA.

The Isle of Man branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.

The Guernsey branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 136, Sarnia House, Le Truchot, St. Peter Port, Guernsey GY1 4EN.

Operating Hours

means the operating hours of the **Solution** specified in the **Solution Overview** or otherwise notified to you from time to time. You should note that the **Solution Overview** sets out the relevant **Operating Hours** for each **Service** and that the **Operating Hours** may vary by **Service**.

Other Bank

means a bank other than Lloyds Bank plc with which you or (if you are acting on behalf of an **Affiliate**) the **Affiliate** holds an **Account** (as notified to us in writing by you).

Payments Service

means the optional **Service** described at clause 7.2.

Payments System

means in relation to the **Solution**, the payments systems (or any of them) or schemes which we use to transmit funds in accordance with your instructions, for example, **Bacs**, **CHAPS** and **Faster Payments**.

Services

means the specific **Services** of the **Solution** which we agree to provide to you as part of the **Solution**, each of which are described in the **Solution Overview**, and may include, for example, the **Payments Service**, the **Cash Management Service**, the **Cheques Printing Service** and such other **Services** as we may from time to time develop as options for use as part of the **Solution**.

Solution (or Host to Host Solution)

means the **Host to Host Solution** more particularly described in clause 2 and in the **Solution Overview**.

System

means the **System** used by us to provide you with the **Solution**.

Solution Overview

means the **Host to Host Solution** manual describing the **Services** to be provided by us to you under these Product & Services Terms & Conditions, including details of your service deliverables and instructions on how to access the **Solution**.

TARGET2

means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system or any replacement payment system from time to time.

2. Provision of the Solution and Conditions Precedent

- 2.1 Subject to clause 2.2, the service to be provided to you under these Product & Services Terms & Conditions shall comprise the services described in these Product & Services Terms & Conditions and the **Solution Overview** (the “**Solution**”).
- 2.2 The **Solution** shall not include any of the following:
 - 2.2.1 the set-up and provision of any **Payment System** membership; or
 - 2.2.2 the exchange of instructions between you and us under any service which is not the **Host to Host Solution**.
- 2.3 Subject to clause 2.4 we will use reasonable efforts to provide you with the **Solution** with effect from the **Commencement Date** on the terms set out in **The Agreement**.
- 2.4 We shall not be obliged to provide the **Solution** unless and until each of the following clauses have been satisfied:
 - 2.4.1 you have signed the Application Form in accordance with your **Mandate** with us;
 - 2.4.2 where you are acting on behalf of your Affiliates in connection with the **Solution**, each **Affiliate** has completed an appropriate Application Form to authorise us ‘in accordance with their Mandates with us (or has provided a specific Host to Host board resolution of the **Affiliate**);
 - 2.4.3 we have agreed the **Solution Overview** with you;
 - 2.4.4 we have carried out any relevant tests in relation to the **Solution** in accordance with the **Solution Overview** to our reasonable satisfaction; and
 - 2.4.5 we have completed any live proving of the **Solution** in accordance with the **Solution Overview** to our reasonable satisfaction.



You may submit instructions to the Solution at any time, but we will act upon them on Business Days during the Operating Hours.



3. Customers of LBCM plc or Bank of Scotland plc

- 3.1 If either **LBCM plc** or Bank of Scotland plc has agreed to supply the **Solution** to you, you acknowledge that Lloyds Bank plc will fulfil all performance obligations in respect of the **Solution** on your behalf and that accordingly all instructions and communications from you and others acting on your behalf in connection with the use of the **Solution** must be directed to Lloyds Bank plc in the United Kingdom.
- 3.2 You agree that your sole contractual relationship in connection with the supply of the **Solution** shall be with **LBCM plc** or Bank of Scotland plc and not with Lloyds Bank plc.
- 3.3 Lloyds Bank plc may require **LBCM plc** or Bank of Scotland plc to disclose to it information relating to your or your **Affiliates' Accounts** (including information stored on its database). You authorise (and shall procure that each of your **Affiliates** authorise) **LBCM plc** or Bank of Scotland plc to disclose all such information to Lloyds Bank plc as it may request in pursuance of the supply of the **Solution** to you.

4. Operating Hours for the Solution

- 4.1 You may submit instructions to the **Solution** at any time, but we will act upon them on **Business Days** during the **Operating Hours**. If a payment instruction is received after the relevant cut-off times, unless it is rejected, it will be deemed to have been received on the following **Business Day**. We may change the **Operating Hours** by giving you notice.

5. Your Instructions via the Solution

- 5.1 We may act upon any instructions or messages we receive through the **Solution** which purport to come from you (whether or not they have been given or authorised by you) and which are authenticated in the way (if any) described in the **Solution Overview**.
- 5.2 You must ensure that all data transmitted to us for or in connection with the **Service** is correct and complete and in accordance with the **Solution Overview**. You must let us know immediately about any errors, discrepancies or omissions.
- 5.3 You must check information and data which we, or a third party operator we appoint, provide to you or your agent as soon as you receive it. You must let us know immediately, through the **Host to Host Helpdesk** or relationship team, about any errors, discrepancies or omissions. You acknowledge that any delay in notification may make correcting the error difficult.
- 5.4 Your instructions must be prepared and sent in accordance with the process set out in the **Solution Overview**. We may decline to act on any instructions which do not fulfil these conditions. Instructions can be provided by entering, authorising and submitting a payment request on using the **System**. Your consent for a payment transaction will be given at the time that the payment request is made using the **System**.
- 5.5 You agree to indemnify us against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by us as a result of incorrect information or instructions received from you or any failure to comply with **The Agreement** or any other reasonable instructions issued by us from time to time.



6. Your Responsibilities for Security and Other Matters

- 6.1 You shall be solely responsible for putting in place adequate controls to monitor the use of the **Solution** and to restrict access to the **Solution** to those authorised by you for your own security.
- 6.2 You acknowledge that your systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. You shall be responsible for taking all appropriate and necessary measures for the protection of your own systems and equipment from any such intrusion whether via the **Solution** or otherwise and we shall not be liable for any loss or damage caused thereby.
- 6.3 You shall not by any act or omission prejudice the security of the **Solution** or the control of or access to the **Solution** by you or any other person (and you shall ensure that your employees and other agents and representatives do not do so).
- 6.4 In addition to your obligations set out in these section titled "Contacting each other" in the Relationship Terms & Conditions, if you suspect that your security with respect to the use of or access to the **Solution** has been compromised in any way including any loss or disclosure of any password or other relevant security device or there has been misuse of the **Solution** or any breach of your obligations hereunder, you shall notify us without undue delay by contacting the **Host to Host Helpdesk** or contacting your relationship team with immediate effect.
- 6.5 You shall fully and promptly co-operate with any steps taken by us to investigate and/or rectify any apparent or suspected breach or compromise of the security of the **Solution** which is reported under clause 6.4 or otherwise comes to our attention, including providing such further information regarding the apparent breach as we may request.
- 6.6 We may at any time require the revocation of any certificates, the renewal or change of encryption keys or similar system elements used by you within the **Solution** in order to protect the security of the **Solution**.
- 6.7 You shall comply with the **Solution Overview** and any reasonable instructions (including requests for information) or notices which we issue whether as to changes or otherwise.
- 6.8 You shall comply with all requirements, guidelines, rulebooks and user guides and all other instructions and recommendations issued by the **Payment Systems** to its users insofar as these are relevant to your use of the **Solution**.
- 6.9 You shall at all times each have in place, and regularly and thoroughly review and test, the appropriate technical platform, software and capabilities necessary for you to access and use the **Solution**.
- 6.10 You shall not:
 - 6.10.1 use the **Solution** in a way or for a purpose not authorised or intended by us;
 - 6.10.2 use the **Solution** in contravention of any applicable law or regulation;
 - 6.10.3 use the **Solution** other than for your or your **Affiliates'** business purposes;
 - 6.10.4 permit any third party to use the **Solution** or seek to gain or permit any third party to gain unauthorised access to any system or network of ours or our agents or sub-contractors; or
 - 6.10.5 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the **Solution** or any network connected thereto.
- 6.11 You shall telephone us immediately on the **Host to Host Helpdesk** if you become aware of or suspect:
 - 6.11.1 any failure of any part of the **Solution**;
 - 6.11.2 any error in any part of the **Solution**;
 - 6.11.3 any error affecting any data accessible through the **Solution**; and/or
 - 6.11.4 any programming error or defect or corruption of any part of the **Solution**;
 - 6.11.5 and you shall promptly assist us in implementing any necessary remedial steps.



You shall at all times each have in place, and regularly and thoroughly review and test, the appropriate technical platform, software and capabilities necessary for you to access and use the **Solution**

7. Payments Service

- 7.1 This clause 7 shall only apply to you if we have agreed to provide you with the **Payments Service** as part of the **Solution**.
- 7.2 The **Payments Service** enables you to submit instructions to us for payments from your **Accounts** as further described in the **Solution Overview**.

Accounts held with us

- 7.3 Where the **Account** from which you have specified payment to be made is held by you (or an **Affiliate** on whose behalf you are acting) with us, we will settle payments instructed to be made through an appropriate **Payments System** on your behalf and clauses 7.4 to 7.8 (inclusive) will apply.
- 7.4 We may settle payments through such **Payments System** as we may in our absolute discretion think fit.
- 7.5 We may debit the payment from the **Account** you specify, even if this results in the **Account** becoming overdrawn. We may refuse the instruction if there are insufficient cleared funds in the **account**, including any available overdraft. If we do, we will notify you in accordance with the Relationship Terms & Conditions.
- 7.6 If you wish to cancel or modify an instruction for payment you must do so by contacting the **Host to Host Helpdesk** or your relationship team during the **Operating Hours** of the **Payments Service** and no later than on the **Business Day** immediately before the **Business Day** when the payment is to be made. Provided that you have contacted us in accordance with this clause, we will use reasonable endeavours to comply with your request.
- 7.7 If you instruct us to make a payment from a particular **Account**, the Product & Services Terms & Conditions applicable to that **Account** will apply to the transaction to the extent that such Product & Services Terms & Conditions are consistent with the use of the **Payments Service**. For example, if you use the **Payments Service** to instruct us to transfer money from an interest-bearing **Account** held with us without giving the appropriate withdrawal notice, the relevant Product & Services Terms & Conditions for that **Account** relating to the loss of interest will apply.
- 7.8 If you make an international payment in sterling, it may be converted by the recipient's bank at a rate of exchange fixed by that bank at the time the payment is made.

Accounts held with Other Banks

- 7.9 Where the **Account** from which you have specified payment to be made is held with an **Other Bank**, we will pass instructions to the relevant **Other Bank** and clauses 7.10 to 7.13 (inclusive) will apply.
- 7.10 We may send a payment instruction to the **Other Bank** on your behalf but we shall not be responsible for the way in which the **Other Bank** carries out or fails to carry out such instruction, which will be the sole responsibility of the **Other Bank**.
- 7.11 We may provide to the **Other Bank** any information relating to you (or your **Affiliate**) or your (or your **Affiliate's**) **Accounts** with us which we consider relevant to your instructions and we may discuss with the **Other Bank** any query relating to an instruction.
- 7.12 You agree that confidential information relating to the **Accounts** with us may be disclosed to the relevant **Other Bank** under these Product & Services Terms & Conditions.
- 7.13 We may provide you with information relating to your account with your **Other Bank** but we shall not be liable if the information received from your **Other Bank** is inaccurate.



payments

We may debit the payment from the Account you specify, even if this results in the Account becoming overdrawn

8. Cash Management Service

8.1 This clause 8 shall only apply to you if we have agreed to provide you with the **Cash Management Service** as part of the **Solution**.

8.2 The **Cash Management Service** comprises any or all of the following components:

8.2.1 provision of end of day account balances and statements for the **Accounts**; and

8.2.2 payment and statement transaction reporting for the **Accounts**,

8.2.3 each as further described in the **Solution Overview**.

8.3 If data is reported on **Accounts** held with anyone other than us, we will not be responsible for:

8.3.1 the preparation and transmission of input data by those financial institutions; or

8.3.2 ensuring that the data is transmitted to us as soon as it becomes available, in order that the **Solution** can operate efficiently.

In such a case, we will give any assistance we reasonably can to speed up arrangements for the availability of the input data.

8.4 The **Cash Management Service** output will take account only of information received by us via the **Cash Management Service** prior to the commencement of the output.

8.5 A re-run of a soft copy of the transaction data can be provided only up to 26 **Business Days** after the original data was created at a cost to be advised by us provided that no changes to the data selected have taken place during that period.



9. Cheque Printing Service

- 9.1 This clause 9 shall only apply to you if we have agreed to provide you with the **Cheque Printing Service** as part of the **Solution**.
- 9.2 The **Cheque Printing Service** means the module of the **Solution** which enables you to submit files containing instructions to print cheques based upon an agreed layout and/or design which can be dispatched directly to the payee or back to the drawer, as further described in the **Solution Overview**.
- 9.3 You (or any bureau you authorise to act on your behalf) may submit instructions to print cheques via the **Cheque Printing Service** at any time. All instructions must conform to the requirements described in the **Solution Overview**.
- 9.4 Your use of the **Cheque Printing Service** shall be limited to the following activities on your own **Account** and on account of your **Affiliates** for which you act:
- 9.4.1 the submission of instructions to print cheques using the **Cheque Printing Service**; and
 - 9.4.2 the receipt of positive pay reports relating to the **Cheque Printing Service** as set out in the **Solution Overview**.
- 9.5 Instructions to print cheques given by you via the **Cheque Printing Service** shall be limited to cheques drawn on an **Account** held by you with us or another bank as specified in the **Solution Overview**.
- 9.6 We will not be liable to you for or in respect of any cheque drawn on another bank which clears despite you notifying that bank that the instruction is not correct and the cheque should be stopped.
- 9.7 If you have notified us that an instruction for cheque printing we have acted on is:
- 9.7.1 incorrect; or
 - 9.7.2 was not authorised by you; or
 - 9.7.3 we have become aware that any cheque has been printed incorrectly,
- we will make all reasonable efforts to prevent the printing of the cheque.
- 9.8 If we have acted upon an instruction to print cheques in accordance with the provisions of these Product & Services Terms & Conditions but the instruction is found not to have been authorised by you, we will not be liable for any loss, damage or expense whatsoever incurred as a consequence of printing such a cheque.
- 9.9 We shall not in any event be liable to you in respect of any losses of whatever nature caused by fraudulent alteration, duplication or presentation which may occur to any cheque once printed. In the event of any such fraudulent alteration, duplication or presentation of cheques drawn on us, our sole obligation and liability will be to use our reasonable endeavours to assist you to mitigate any losses incurred.
- 9.10 When we have received an instruction through the **Cheque Printing Service** involving the printing of a cheque, we will undertake the authentication and validation procedures provided for in the **Solution Overview**.
- 9.11 Unless otherwise specified in the **Solution Overview** we will utilise the public mail and courier system on your behalf and we shall not be liable to you for any loss, damage, fraud, theft, misappropriation, duplication, delay or failure which may occur in the course of delivery of a cheque issued under the **Cheque Printing Service**.
- 9.12 Notwithstanding anything in this clause 9, we will be under no obligation whatsoever to print a cheque in accordance with an instruction received through the **Cheque Printing Service** unless the instruction we receive from you is irrevocable and unconditional and complies with the provisions of these Product & Services Terms & Conditions.



CHEQUES

We shall not in any event be liable to you in respect of any losses of whatever nature caused by fraudulent alteration, duplication or presentation which may occur to any cheque once printed



10. Changes to the Solution Overview

- 10.1 We may make changes to the **Solution Overview** in accordance with the section titled “Changes to the Terms and Conditions” in of the Relationship Terms & Conditions.
- 10.2 You may request a **Change** at any time by submitting a Change Control Notice (**CCN**) to us.
Each **CCN** shall contain:
 - 10.2.1 the title of the **Change**;
 - 10.2.2 the date of the request for the **Change**;
 - 10.2.3 the reason for the **Change**;
 - 10.2.4 full details of the **Change** including any specifications; and
 - 10.2.5 a desired timetable for implementation of the **Change**.
- 10.3 Following receipt, we shall consider your **CCN** and shall give our initial comments within 21 days. Following that, discussions shall take place between you and us regarding the **Change**, including the impact (if any) on the charges to be paid by you for the **Solution**.
- 10.4 Discussions between you and us concerning a **Change** shall result in any one of the following:
 - 10.4.1 no further action being taken; or
 - 10.4.2 an agreement to change the **Solution Overview**. No such **Change** will be effective unless and until such agreement is documented in writing and signed on behalf of each of the parties.

11. Intellectual Property Rights

- 11.1 You acknowledge and agree we and/or our licensors own all intellectual property rights in the **System** including any copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) and any other rights and licences in respect thereof and you are entitled to use them solely for the purpose of and to the extent necessary for access to and use of the **Solution**. You have no right to grant a sub-licence to any third party.
- 11.2 You grant to us an irrevocable right to use all information supplied by you to us for the purpose of supplying the **Solution** and you will ensure that any person authorised to access and use the **Solution** shall permit us to use the information related to that person for all purposes in connection with the supply of the **Solution**.
- 11.3 You will not and you will ensure that any authorised users will not remove or alter any proprietary markings, copyright notices, confidential legends, trade marks, trade or brand names appearing on the **Solution** or any material supplied by us under these Product & Services Terms & Conditions.

changes

We may make changes to the Solution Overview in accordance with the section titled “Changes to the Terms and Conditions” in of the Relationship Terms & Conditions.



HARDWARE

You shall be responsible for ensuring that the Equipment is adequately insured whilst located on your premises

12. Hardware

Where we install any hardware, e.g. firewalls (hereinafter “**Equipment**”) at your premises as part of the **Solution** then the following shall apply:

- 12.1 Any **Equipment** shall be and remain our property.
- 12.2 You shall ensure that you use the **Equipment** strictly in accordance with any instructions for use provided by us.
- 12.3 You shall be responsible for ensuring that the **Equipment** is adequately insured whilst located on your premises.
- 12.4 We shall be responsible only for the direct costs of routine maintenance of the **Equipment**, and any costs of repair or maintenance other than routine maintenance shall be borne by you.
- 12.5 We shall be allowed all reasonable access required to deliver, install, inspect and maintain the **Equipment**.
- 12.6 We shall upon termination of **The Agreement** or these Product & Services Terms & Conditions for any reason, be entitled forthwith to remove the **Equipment** from your premises and we shall be provided all reasonable access necessary to do so.

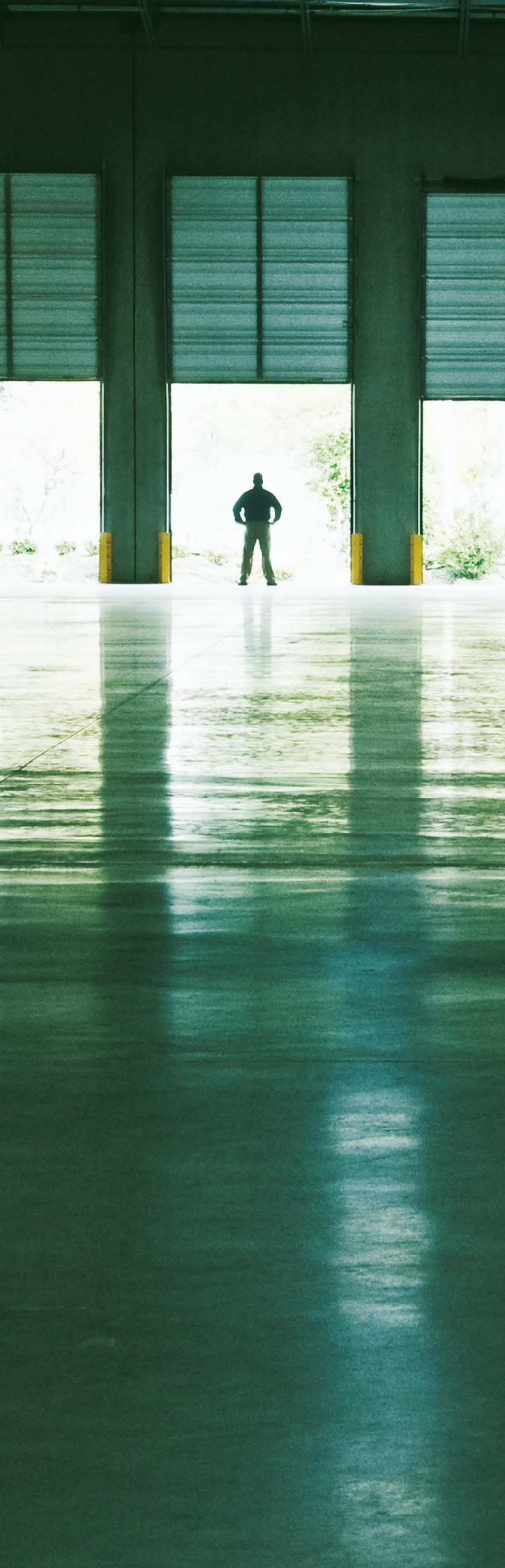
13. About Our Charges and Your Payments

- 13.1 You agree to pay us:
 - 13.1.1 the charges as set out in the charges schedule to these Product & Services Terms & Conditions;
 - 13.1.2 any extra charges for using additional **Services** or any extra charges that we agree with you, these extra charges will start on the date agreed between us in writing at the time; and
 - 13.1.3 any agreed transaction fees.
- 13.2 We will invoice you annually or as otherwise agreed between you and us from time to time for our charges.
- 13.3 You authorise us to debit the charges shown on each invoice from the **Account** identified in the **Solution Overview**. We will debit such **Account** not less than two days and not more than 21 days after the invoice date.
- 13.4 While these Product & Services Terms & Conditions are in force, you shall not cancel your authority to us (in clause 13.3) to debit the **Solution** charges to your **Account**, unless otherwise agreed by us.
- 13.5 The charges do not include VAT (which shall be payable by you at the applicable rate in addition to the charges) or any other taxes or duties payable by you in connection with the **Solution**.



The charges do not include VAT (which shall be payable by you at the applicable rate in addition to the charges) or any other taxes or duties payable by you in connection with the **Solution**.





14. Term and Termination

- 14.1 These Product & Services Terms & Conditions shall remain in force until terminated in accordance with the section titled "Termination" in the Relationship Terms & Conditions or the following provisions of this clause 14.
- 14.2 Either party may terminate **The Agreement** by notice to the other party with immediate effect where the other such party has failed to make a payment required under these Product & Services Terms & Conditions when it is due, and has failed to remedy such non-payment within 14 days of being requested in writing to do so.
- 14.3 In the event that your relationship with us or these Product & Services Terms & Conditions relating to your **Account** is terminated, these Product & Services Terms & Conditions will terminate automatically without further act of the parties. In the event that an **Affiliate's** relationship with us or its Product & Services Terms & Conditions relating to its **Account** are terminated, those elements of the **Solution** and these Product & Services Terms & Conditions which are relevant to such **Affiliate** shall automatically terminate without further act of the parties.
- 14.4 On termination of these Product & Services Terms & Conditions for any reason:
 - 14.4.1 your use of the **Solution** shall cease with immediate effect and we shall not be required to take any further action in respect of any instructions received from you even if received prior to the date of termination; and
 - 14.4.2 within 7 days of the date of termination, you shall make satisfactory arrangements for the return to us of the **Solution Overview** and other materials, **Equipment** or items supplied by us to you for use in connection with the **Solution**.

15. Limitation of Liability

- 15.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the provision by us of the **Services**.
- 15.2 We will not be liable for any loss or damage arising directly or indirectly:
 - 15.2.1 from any failure or delay in the carrying out of any instructions or for any interruptions in or suspension of or inability to access the **Solution**; or
 - 15.2.2 as a result of any incompatibility between the systems used by you and the **System**.
- 15.3 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the **Solution** in any period of 12 months (or such lesser period as these Product & Services Terms & Conditions have been in force) up to the date when the liability was incurred shall be limited to the greater of:
 - 15.3.1 the amount (if any) necessary to reimburse you in respect of any unauthorised transactions as required by law plus the aggregate of the charges actually paid by you in respect of that period; and
 - 15.3.2 the sum of £1,000.
- 15.4 We will have no responsibility to you arising out of or in connection with these Product & Services Terms & Conditions, howsoever caused including if caused by negligence, for any loss of or corruption of data (whether direct, indirect or consequential).
- 15.5 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled “Refunds for incorrectly executed payment instructions”, “Refunds for incorrect payment amounts/ sums” and “Refunds for unauthorised transactions” in the Relationship Terms & Conditions. Any limitation on your liability under the section titled “Your responsibility for unauthorised transactions” in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.



Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled “Refunds for incorrectly executed payment instructions”, “Refunds for incorrect payment amounts/ sums” and “Refunds for unauthorised transactions” in the Relationship Terms & Conditions. Any limitation on your liability under the section titled “Your responsibility for unauthorised transactions” in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions

16. Operation of the Solution by a Third Party

- 16.1 We are entitled to provide you with the **Solution** by means of:
- 16.1.1 our own computer database and/or computer communications network; or
 - 16.1.2 a computer database and/or computer communications network operated by any third party we decide is suitable; or
 - 16.1.3 any third party operator.
- You must give us reasonable assistance in carrying out any of these arrangements.
- 16.2 If at any time we make use of a third party operator in the way described in clause 16.1, we will take all reasonable steps to ensure that any data and information passed, at your request, to the third party operator in connection with the **Solution** plus all data produced from it will be treated in complete confidence and will not be disclosed to any other party without your authority.
- 16.3 The parties agree that insofar as they may apply to the provision of the **Solution** we shall be exempt from the requirements of the Electronic Commerce (EC Directive) Regulations 2002 to the maximum extent permitted by law.
- 16.4 We may audit your use of the **Solution** in order to improve the quality of the **Solution**.
- 16.5 You acknowledge that the use of the **Solution** in certain countries is subject to specific local legislation and regulations and you agree to comply with any such legislative requirements and regulations as though they were set out in these Product & Services Terms & Conditions.
- 16.6 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 16.7 These Product & Services Terms & Conditions apply to the **Services** only. Subject to clause 16.8 and clause 16.9, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products, (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 16.8 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Services** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 16.9 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

17. Contact details

- 17.1 You can contact us:



by telephone on
0870 733 4210 or
on **0870 902 5210**;



by email at
services.bureau
@bottomline.com



by fax on
0870 733 4211

or by such other contact methods as we may from time to time advise you.

- 17.2 Further contact details are set out within The General Information On Payments, Charges & Contacts.



SERVICES AND PRODUCTS

Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions)



LLOYDS BANK