COMMERCIAL BANKING



LLOYDSLINK

Product & Services Terms & Conditions



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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**;



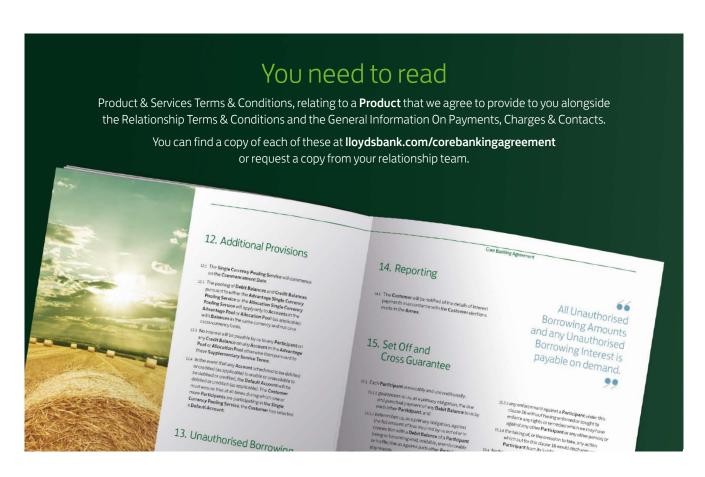
PRODUCT & SERVICES TERMS & CONDITIONS

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.





DEFINITIONS

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

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.

Cash Manager Service

means the cash manager module within the **Software** which enables customers to view statements and balances.

Compatible Hardware

means your PC, modem and printer on which the **Software** is installed and which is used to access the **Service**, and which must conform to our technical specifications – as referred to in the **User Documentation** or as otherwise notified to you from time to time.

Equipment

means the **Software** and any documents (including the **User Documentation**) supplied under these Product & Services Terms & Conditions, plus any authentication codes, smartcard readers, cards, the media on which the **Software** is supplied to you and any other **Equipment** supplied by us from time to time in connection with the **Service**.

Euro Payments Day

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

Other Bank

means a bank other than Lloyds Bank plc with which you have an account, as notified by you to us in writing from time to time.

Payments Service

means a **Service** which enables customers to make domestic and international payments if the client is registered for such **Service**.

Payments System

means in relation to the **Payments Service** the payments system (or any of them) which we use to transmit funds in accordance with your instructions.

Service or LloydsLink Service

means the LloydsLink **Payments Service** and/or **Cash Manager Service** more particularly described in the **User Documentation** supplied via LloydsLink together with any applicable options selected by you.

Software

means the LloydsLink software issued and supplied by us from time to time for use in connection with the **Service**.

System

means the system used by us to provide you with the **Service** including any database, the **Software**, the **Equipment** and computer communications network.

TARGET2

means the Trans-European Automated Real-time Gross Settlement Express transfer payment system.

Territory

means the countries of the European Union and the European Economic Area (both as at the date of **The Agreement**).

User Documentation

means the LloydsLink reference manual supplied to you by us from time to time.

2. About the Agreement

- 2.1 We agree to use reasonable efforts to provide you with our LloydsLink Service on the terms set out in these Product & Services Terms & Conditions.
- 2.2 You agree that your sole contractual relationship in connection with the supply of the **Service** will be with Lloyds Bank plc.

3. Delivery and Installation

- 3.1 We will arrange with you in advance the time and date for the delivery and installation of the **Equipment** and connection to the **Service**. The time and date that we agree will be an estimate only and shall not be binding on us.
- 3.2 If you specify in the LloydsLink **Application Form** that you would like us to install the **Service**, the installation will take place at the time and date agreed with you as set out in clause 3.1 above.
- 3.3 If you do not want us to install the **Service**, we will send you the **Equipment** in accordance with the procedure identified in the **User Documentation**.

4. Operating Hours for Your LloydsLink Service

- 4.1 You may submit instructions to the LloydsLink Service at any time, but we will act upon them on Business Days during the operating hours of the LloydsLink Service specified in the User Documentation or otherwise notified to you from time to time.
- 4.2 We will act on your payment instructions received on **Business Days** provided that those instructions are received prior to the cut-off times for submission of the instructions to the relevant **Payments System** as specified in the schedule of cut-off times available in the General Information On Payments, Charges & Contacts. If an instruction is received after the relevant cut-off time, unless it is rejected, it will be deemed to have been received on the following **Business Day**.
- 4.3 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.
- 4.4 In relation to instructions for payments in euro from euro denominated currency accounts, the term "Business Day" shall be deemed to include a Euro Payment Day if a Euro Payment Day would not otherwise fall on a Business Day and the operating hours of the LloydsLink Service shall be extended accordingly for the purpose only of the processing of those instructions.

5. Your Licence to use the Software and Equipment

- 5.1 Until (and including) the day this **Service** terminates, we grant you a non-exclusive, non-transferable licence to use the **Software**. You must:
 - 5.1.1 use it solely for your own internal business purposes on **Compatible Hardware**;
 - 5.1.2 use only the latest version of the **Software** supplied to you;
 - 5.1.3 use it only in the **Territory** (subject to any agreement to the contrary under clause 5.2.4); and
 - 5.1.4 use it in accordance with the terms of **The**Agreement and the **User Documentation**.
- 5.2 you must not:
 - 5.2.1 transfer, sub-contract or assign your rights under these Product & Services Terms & Conditions to use the **Service** or the **Equipment** to any other company or person, or otherwise permit use of the **Service** or the **Equipment** by any third party; or
 - 5.2.2 use the **Software** other than in conjunction with the **Equipment** and/or **Compatible Hardware**; or
 - 5.2.3 use the **Equipment** or the **Service** in contravention of any law or regulation; or
 - 5.2.4 use the Software or the Service outside the Territory, unless you have obtained prior written consent from us. Requests for use of the Software or the Service outside the Territory should be addressed to your relationship team in the first instance.



6. Your Transactions and Instructions via LloydsLink Authentication Procedures

- 6.1 If we are not your bank, by signing the LloydsLink

 Application Form you will be authorising us to pass
 to your bank for implementation any instructions
 or messages we receive through the Service 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
 User Documentation.
- 6.2 If we are not your bank you authorise your bank to accept, process and act upon any instruction or message passed to it by us pursuant to clause 6.1 above.
- 6.3 We have the right to decide, at our absolute discretion, whether or not data transmitted by the **Service** is to be protected by encryption or authentication procedures. You give us your authority to treat any data we receive which has been authenticated by a certification device as actually authenticated by the then registered holder of that device.
- 6.4 If you wish to cancel or modify any instruction to make a payment under the **Payments Service** then you must do so by telephoning the LloydsLink Helpdesk between 9am and 6pm on a **Business Day** no later than the **Business Day** immediately before the **Business Day** when the payment is due to be made. If you wish to cancel or modify an instruction for payment under the **Cash Manager Service** you may do so at any time by reversing the transaction or otherwise by appropriate instruction via the **Cash Manager Service**.
- 6.5 The time which it will take for the amount specified in a payment instruction to be credited to the account of the payee's payment service provider will vary according to the selected payment instruction as shown in the schedule of cut-off times set out within General Information On Payments, Charges & Contacts.

Responsibilities for input Data

- 6.6 If data is reported on accounts held with financial institutions other than us, you will be responsible for:
 - 6.6.1 the preparation and transmission of input data by those financial institutions; and
 - 6.6.2 ensuring that the data is transmitted to us as soon as it becomes available, in order that the **Service** 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.
- 6.7 If, for any reason, information or input data fails to reach the LloydsLink computer database, the **Service** will be limited to the information that has been received at the LloydsLink computer database by the time the **Service** output starts; this includes the situation where information about the state of an account is not available at the financial institution where that account is held on a non-banking day in the place where that financial institution is located.
- 6.8 You provide to us data, information, instructions and messages at your own risk. You will ensure that all data transmitted to us for or in connection with the **Service** is correct and complete. You must let us know immediately about any errors, discrepancies or omissions.
- 6.9 When we have received an instruction through the Service involving the transfer of a sum of money, subject always to other provisions of The Agreement:
 - 6.9.1 we will put it into effect; or
 - 6.9.2 where a payment is to be made from an account at your **Other Bank**, we will pass the instruction to your **Other Bank** for implementation.
- 6.10 For payments made to accounts based within the EEA, the **Payment Services Regulations** require that payment service providers ensure that the payer and payee each pay the charges levied by their respective payment service providers. Accordingly, any instruction given to us in breach of this requirement will be rejected.

- 6.11 We may debit the sum specified in your instruction from the account identified in your instruction and/or at our discretion from any other account in your name. This applies whether the account identified is in credit or already overdrawn or becomes overdrawn as a result of the transfer. (But please also see clause 6.13).
- 6.12 Notwithstanding Clauses 2.1, 6.10 and 6.12 above, we will be under no obligation whatsoever to make a payment in accordance with an instruction received through the **Service**:
 - 6.12.1 unless there are already sufficient cleared funds in the account in question; or
 - 6.12.2 unless you have already been authorised by us to overdraw enough money on the account in question to make the payment; or
 - 6.12.3 unless the instruction we receive from you is irrevocable and unconditional and otherwise complies with the provisions of **The Agreement**; or
 - 6.12.4 if we reasonably consider such payment to be unlawful.
- 6.13 We shall ensure that so far as the **Payment Services**Regulations permit and subject to the execution times referred to in the schedule of cut-off times to be found in the General Information On Payments, Charges and Contacts, the amount of any payment transaction shall be credited to the payee's payment service provider's account by the end of the **Business Day** following the **Business Day** on which the instruction was received.
- 6.14 If we act on any instruction received via the **Service** to provide you with a banking service for which we would usually require you to fill in an application or some other written authority, by giving this instruction you will be deemed to have read the Product & Services Terms & Conditions and signed our Application Form or authority for such transaction. This means you will be bound by the Product & Services Terms & Conditions for that banking service.

- 6.15 If you give an instruction via the **Service** in connection with making a payment from a particular account, our standard terms for that account will apply to the transaction (at least to the extent that those standard terms are consistent with the use of the **Service**). For example, when you use the **Service** to instruct us to transfer money from an interest-bearing account without given the appropriate withdrawal notice, the terms of that account with us covering the loss of interest will apply.
- 6.16 All information and data provided to you or your agent by us or by any third party operator we may appoint must be checked by you immediately on receipt. If any such information or data is incorrect or omits anything it should include you should follow the relevant instructions of the **User Documentation**.



If data is reported on accounts held with financial institutions other than us, you will be responsible for the preparation and transmission of input data by those financial institutions

——\$**€£**——

INTERNATIONAL PAYMENTS

(including International Drafts)

If you request a payment to be made in a currency other than sterling, the name of the currency and the amount should be specified. If you request a payment to be made in a currency other than sterling but for the equivalent of a fixed amount in sterling, the sterling amount and the name of the currency should be specified

7. Swift MT101

If the Service includes the Swift MT101:

- 7.1 we may send an instruction or message, including 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;
- 7.2 we may provide to the **Other Bank** any information relating to you or your accounts which we consider relevant to the instruction and may discuss with the **Other Bank** any query relating to an instruction;
- 7.3 you may agree that confidential information relating to you or your accounts may be disclosed to the Other Bank under these Product & Services Terms & Conditions; and
- 7.4 we may provide you with information relating to your account with the **Other Bank** but shall not be liable if such information is inaccurate.

If a draft is requested in sterling, you must also select the country where the draft is to be drawn

8. International Payments (including International Drafts)

- 8.1 If you request a payment to be made in a currency other than sterling, the name of the currency and the amount should be specified. If you request a payment to be made in a currency other than sterling but for the equivalent of a fixed amount in sterling, the sterling amount and the name of the currency should be specified.
- 8.2 Where possible the exchange rate will be determined in the United Kingdom before the payment is made. Where a rate of exchange for a particular currency is not available in the United Kingdom, we may make the payment in sterling or in a currency other than sterling and we will agree which currency with you in advance. Where we make the payment in a currency other than sterling, we may debit all or part of the cost to your account provided we have agreed such costs with you in advance.
- 8.3 If you request a payment to be made in sterling the amount should be specified. If the recipient of the payment subsequently requires payment in a currency other than sterling, the rate of exchange will be fixed by the bank overseas at the time the payment is made.
- 8.4 If a draft is requested in sterling, you must also select the country where the draft is to be drawn. "United Kingdom" should not be selected without our prior agreement. Drafts in a currency other than sterling are normally drawn on the country of the currency concerned, e.g. US dollars drawn on the United States of America or Swiss francs drawn on Switzerland. Drafts in euro can only be drawn on a European single currency zone country (United Kingdom excepted).
- 8.5 You agree that if a draft is unpaid (other than as a result of fraud, negligence or wilful default by us) and the draft has been the subject of a currency conversion, your claim for a refund shall be limited to the sterling value of the draft at the exchange rate (buying rate) applicable on the day when the refund takes place. A refund cannot be made until the draft has been returned to us and until we have received confirmation from our correspondent bank that the draft remains unpaid and the original instructions have been cancelled. Where local exchange control regulations apply there may be a delay in the return of funds. If we are requested to replace a lost draft we will be entitled to require that you execute a separate indemnity as a condition for the replacement.

9. Your Responsibilities for Security and Other Matters

- 9.1 As a **Service** customer, you must:
 - 9.1.1 set up and maintain adequate measures to safeguard the **Equipment** and the **Service** from disclosure to, and from access or use by, anyone who is not authorised to do so;
 - 9.1.2 not permit any third party to use the Service or seek to gain or permit any third party to gain authorised access to any of our systems or networks or those of our agents or subcontractors;
 - 9.1.3 not use any software or other tool or take or permit any third party to take any action which may compromise the security and control of access to the **Service** by you or any other person;
 - 9.1.4 keep the **Equipment** under your own effective control and within the **Territory**;
 - 9.1.5 not part with possession of the **Equipment**;
 - 9.1.6 inform us immediately by telephone, followed by a confirmation in writing, if you become aware of:
 - any unauthorised use, by anyone, of part or all of the Service, whether as a result of the loss, theft or misappropriation of the Equipment or otherwise; or
 - any instruction which may have been given which is incorrect; or
 - any claim by a third party in connection with your use of the **Service** or your possession of the **Equipment**; and

- 9.1.7 comply with the **User Documentation** and any reasonable instructions or notices which we issue whether as to changes or otherwise.
- 9.2 As the provider of the **Service**, we are entitled to modify or substitute the **Equipment**, after giving you reasonable notice.
- 9.3 When we have given you reasonable advance notice, you must allow us, our agents, contractors and suppliers access to your premises in order to:
 - 9.3.1 inspect, examine, modify, substitute or maintain the **Service** and the **Equipment**; and/or
 - 9.3.2 inspect and examine the **Compatible Hardware**.
- 9.4 If we exercise our right to modify the **Service** we will not be responsible for any of your resulting costs or expenses.



As the provider of the Service, we are entitled to modify or substitute the Equipment, after giving you reasonable notice

10. Intellectual Property Rights

- 10.1 You acknowledge and agree that 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 therefore and you are entitled to use them solely for the purpose of and to the extent necessary for access to and use of the service. You have no right to grant a sub-licence to any third party.
- 10.2 You grant to us an irrevocable right to use all information supplied by you to us for the purpose of supplying the **Service** and you will ensure that any person authorised to access and use the **Service** shall permit us to use the information related to that person for all purposes in connection with the supply of the **Service**.
- 10.3 You will not use (or permit any third party to use) any intellectual property rights licensed by us under The Agreement except as specified in The Agreement and in particular you will not, and will not permit any third party to, copy, reverse, engineer, decompile, disassemble or modify (as applicable) the Equipment or any material supplied by us in connection with the Service.
- 10.4 You will not and 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 **Service** or the **Equipment** or any material supplied by us under **The Agreement**.
- 10.5 You must not copy the **Software** except for the permitted number of back-up copies of the **Software**. (The number of back-up copies you may make is explained in the **User Documentation**).

11. About Our Charges and Your Payments

- 11.1 You agree to pay to us:
 - 11.1.1 the charges as set out in the charges schedule to these Product & Services Terms & Conditions, or any revised charges introduced by us from time to time (as allowed under the section titled "Terms applying to charges" of the Relationship Terms & Conditions); and
 - 11.1.2 any extra charges for using additional **LloydsLink Services**: these extra charges will start on the date agreed between us and you in writing at the time.
- 11.2 We will invoice you each month for our charges.
- 11.3 You authorise us to debit the charges shown on each monthly invoice from the account identified on the Application Form. We will debit your account not less than two days and not more than 21 days after the invoice date.
- 11.4 Whilst these Product & Services Terms & Conditions are in force, you cannot cancel your authority to us (in clause 11.3) to debit our charges to your account.

- 11.5 Our charges for the service do not include:
 - 11.5.1 VAT; or
 - 11.5.2 any other taxes or duties payable in connection with banking services you ask us to supply via the **Service**: or
 - 11.5.3 any other taxes or duties payable in connection with the supply and use of the **Service** (except those that are attributable to our profits).
 - You will be responsible for paying any of those taxes and duties at the rate and in the way laid down by law.
- as used in these Product & Services Terms & Conditions only applies to our charges for the **Service**. It does not apply to any charges for particular banking or other services with which you are provided in response to your requests made via the **Service** which will be subject to the terms and charges set out in our standard agreements for those particular services.

12. About Lloyds Bank's Liability for Loss, Delay etc.

- 12.1 We will not be liable for any loss, damage, injury, interruption, delay or non-performance arising from or caused by the following:
 - 12.1.1 the use by us, or any third party operator appointed by us in connection with the **Service**, or **Software** which contains any virus, logic bomb, Trojan horse or other software routine which impacts, disables or otherwise harms any software or **Equipment** owned or operated by you; or

12.1.2 use of the Service, Equipment or Software:

- in a way or for a purpose not recommended, authorised or intended by us; or
- in contravention of any law or regulation.
- 12.2 Where we are not your bank, we will be responsible for passing your instructions received via the Service to your Other Bank but will not under any circumstances be responsible for the implementation of your instructions which shall be the sole responsibility of your Other Bank. We may disclose information related to your accounts with us to your Other Bank. If we provide you with information relating to your account with your Other Bank received from your Other Bank we will not be liable if the information is inaccurate. For the avoidance of doubt, we shall not be responsible for any delay, error or omission of your Other Bank to implement any such instruction in whole or in part or any other failure on the part of your Other Bank to act in accordance with your instructions.
- 12.3 We will not 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 or suspension of or inability to access the **Service**.
- 12.4 Save as expressly stipulated elsewhere in **The Agreement**, 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 **Service** 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 not exceed: (a) the amount (if any) necessary to reimburse you in respect of any unauthorised transaction as required by law plus (b) the aggregate of the charges actually paid by you in respect of that period or the sum of £1,000, whichever shall be the greater.

- 12.5 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 **User Documentation**, or these Product & Services Terms & Conditions or any other reasonable instructions issued by us from time to time
- 12.6 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.



13. Operation of the Service by a Third Party

- 13.1 We are entitled to provide you with the **Service** by means of:
 - 13.1.1 our own computer database and/or computer communications network; or
 - 13.1.2 a computer database and/or computer communications network operated by any third party we decide is suitable; or
 - 13.1.3 any third party operator.
 - You must give us reasonable assistance in carrying out any of these arrangements.
- 13.2 If at anytime we make use of a third party operator in the way described in clause 13.1:
 - 13.2.1 we will inform you of the identify of the third party operator; and
 - 13.2.2 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 **Service** plus all data produced from it will be treated in complete confidence and will not be disclosed to any other party without your authority; and
 - 13.2.3 you must pay the third party operator's charges at the then current rate if reprocessing or other work has to be carried out because:
 - your bank (other than us) has provided input data that is faulty or out of sequence; or
 - of a negligent act or omission by you, your employees or agents; and
 - 13.2.4 you must sign any agreement with the third party operator that may be necessary to enable you to give instructions to us for the operation of the **Service**.
 - 13.2.5 You will be responsible for all fees and other costs and charges payable as a result of your agreement with the third party operator.

14. Consequences of Termination

- 14.1 As soon as **The Agreement** or the **Service** terminates (for whatever reason), you must make arrangements that are satisfactory to us for:
 - 14.1.1 the deletion and/or return to us of the **Software** and all copies of it; and
 - 14.1.2 the return to us of any other **Equipment**.
- 14.2 If you fail to make the arrangements (in clause 14.1) to our satisfaction within 7 days of the termination date, we, our agents, contractors and suppliers will be entitled to enter any of your premises without notice in order to delete or remove the **Software** and other **Equipment**.

You will be responsible

for all fees and other costs and charges payable as a result of your agreement with the third party

operator

15. Contact details

15.1 You can contact us:







by telephone on LloydsLink Helpdesk 0345 982 5524 by post to Lloyds Client Servicing, Commercial Banking Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE

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

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

16. Other terms

- 16.1 You acknowledge that the use of the **Service** 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 herein.
- 16.2 Under the guidance notes for UK banks on money laundering when we arrange an international payment for a customer, we are obliged to record the address of the 'remitter' – that is, the person or organisation who has ordered the payment to be made. The transaction note will therefore show the address of the party remitting the payment, rather than the address of the account-holder from whose account the payment has been debited (where the two differ).
- 16.3 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).

- 16.4 These Product & Services Terms & Conditions apply to the **LloydsLink Service** only. Subject to clause 16.5 and clause 16.6, 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.
- 16.5 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 LloydsLink Service you receive from us, these Product & Services Terms & Conditions will take precedence.
- 16.6 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.

WEBSITE COPIES

You can also find a copy of the Relationship
Terms & Conditions, the General Information
On Payments, Charges & Contacts and each set of
Product & Services Terms & Conditions on Our Website

