



LLOYDS BANK

THE LLOYDS BANK OPEN ACCOUNT PLATFORM

PLATFORM TERMS AND CONDITIONS

1. LEGAL AGREEMENT

THESE PLATFORM TERMS AND CONDITIONS SET OUT THE TERMS ON WHICH LLOYDS BANK PLC (COMPANY NUMBER 00002065, REGISTERED OFFICE 25 GRESHAM STREET, LONDON, EC2V 7HN) ("**WE**", "**US**" OR "**OUR**") GRANT YOU ACCESS TO AND USE OF THE PLATFORM ("**PLATFORM**").

DO NOT ACCESS OR USE THE PLATFORM IF YOU ARE UNCLEAR ABOUT ANYTHING IN THESE PLATFORM TERMS AND CONDITIONS, OR IF YOU DO NOT AGREE TO ANYTHING IN THESE PLATFORM TERMS AND CONDITIONS.

ONCE YOU START USING THE PLATFORM, YOU WILL BE DEEMED TO HAVE AGREED TO THESE PLATFORM TERMS AND CONDITIONS.

2. APPLICATION OF THESE PLATFORM TERMS AND CONDITIONS

Access to the Platform is made available solely in connection with our Open Account products and services ("**Services**") and may be used only in connection with the use or receipt of those Services.

These Platform Terms and Conditions regulate your access and use of the Platform and are separate and distinct from the terms and conditions applicable to the Services, which are governed by one or more separate agreements ("**Main Services Agreement**"). In the event of any conflict between the terms of the Main Services Agreement and these Platform Terms and Conditions, the terms of the Main Services Agreement shall prevail insofar as they relate to the Services.

Notwithstanding the above, any failure by you to comply with these Platform Terms and Conditions may allow us to suspend or terminate your access to and use of the Platform, which will also affect your ability to use and receive the Services.

3. AVAILABILITY OF THE PLATFORM

We do not guarantee that the Platform will always be available or accessible. We may, from time to time, suspend the Platform or access to the Platform to perform routine or emergency maintenance, to upgrade or replace our systems, as a precautionary measure in the event of suspected security incidents or unauthorised access, or for other reasons that we in our sole discretion believe warrant a suspension of the Platform. While we would ordinarily attempt to notify users if the Platform is suspended or unavailable, we may not always be able to do so.

You may, in addition, be able to access the Platform at all times due to circumstances beyond our control, including failure of communications systems or the Internet.

Further, the Platform may be unavailable to you if we decide to suspend your access to the Platform in accordance with these Platform Terms and Conditions.

You hereby agree that we will not have any liability, of whatever nature and howsoever arising, for any loss or damage arising from any unavailability of the Platform.

4. OPERATION OF THE PLATFORM

We do not guarantee that the Platform will always function properly or that it will operate error-free. It is your responsibility to verify that any actions taken by you on the Platform, including instructions or confirmations issued by you by means of the Platform, are correct and/or correctly executed. If you become aware that the Platform is not operating as intended, please report that to us without delay.

Where the Platform enables you to receive automated notifications, you must not rely on those notifications only. There may be situations in which those notifications may not be sent to you or you may not receive them, despite your election to receive them.

We are not liable for any loss or damage of whatever nature, howsoever caused, as a result of the incorrect operation of the Platform or any errors in the operation of the Platform.

5. FUNCTIONALITY

The features and functionality of the Platform may change from time to time. Changes could include, by way of example only: (i) new features or functionality being added, (ii) some features or functionality being removed, (iii) changes to the look and feel of the Platform, etc.

You will not necessarily be notified of any changes to the Platform before we make them or before they take effect.

You hereby agree that we will not have any liability, of whatever nature and howsoever arising, for any loss or damage arising from any changes that we may make to the Platform.

6. COMPATIBILITY AND YOUR SYSTEMS

The Platform is designed to operate with compatible systems, details of which we may publish from time to time. You are responsible for ensuring that your systems meet any minimum specifications that we may specify from time to time and acknowledge that the Platform may not operate correctly if you use incompatible or outdated systems.

You must ensure all latest updates from the relevant manufacturer are applied to all systems that you use to access the Platform.

You are responsible for the cost of procuring and maintaining all systems that you may require to access and use the Platform.

7. INFORMATION PUBLISHED ON THE PLATFORM

While we make reasonable efforts to ensure the accuracy of information published on the Platform, we are not liable for errors in any data published on the Platform. In particular, any forecasts published on the Platform are indicative only and we assume no liability for their accuracy or otherwise.

Where data on the Platform has been uploaded or inputted by other users of the Platform, we have no ability to verify the accuracy or completeness of that data and you agree that we will not be required to take any steps to verify the accuracy or completeness of that data.

If you upload data onto the Platform or input data in the Platform, you must ensure that the data has been correctly uploaded or inputted, as the case may be, including by checking that the data is displayed correctly after it has been uploaded or inputted. You must notify us immediately if any data has been incorrectly uploaded or inputted.

You are permitted to download data from the Platform only by means of the download functionality provided within the Platform itself. You may not extract, copy or retain any data published on the Platform in any other way, including by taking screenshots, manually copying that data or engaging in "data scraping" of any sort whatsoever.

8. ACTIONS ON THE PLATFORM

We do not offer or provide any advice in connection with the options available to you on the Platform. We may, from time to time, publish general or specific information or commentary on the Platform, in the general press, through communications with you or otherwise. You agree that none of that information or commentary will constitute advice by us, and you should never treat it as such.

Where you make an election or give us an instructions through the Platform, we will act on that in accordance with our duties under the Main Services Agreement. We may also elect not to act on any instruction, including where the instruction requires us to make any payment while we have not been put into cleared funds.

We will never be responsible for checking that the instruction is correct, complete or gives effect to your wishes. You are fully responsible for all actions taken by your authorised users on the Platform, including decisions to place any instructions with us, and for all actions that we take in response to instructions that you give to us via the Platform. You also agree that you will not challenge the legal effect, validity or enforceability of any instruction given to us via the Platform on the basis that it is in electronic form and not in signed or in writing, or that the instruction constitutes a breach of these Platform Terms and Conditions.

If the Platform allows you to cancel an instruction given to us or other action taken by you on the Platform, you acknowledge that any cancellation instruction may not reach us in time before we acted on the original instruction / action, or may not reach us at all. We will not have any liability, of whatever nature and howsoever arising, for any loss or damage arising from us having acted on the original instruction / action even where it was subsequently cancelled by you using any available functionality in the Platform.

We have no duty or ability to verify that the person taking any actions on the Platform via any account allocated to you or one of your authorised users is who they purport to be, and you hereby confirm that we are entitled to assume every action on the Platform taken through an account allocated to you or your authorised users was taken by a duly authorised person on your behalf.

We reserve the right, in our sole discretion and without any liability of whatever nature, not to act on any instruction or action taken by you or on your behalf via the Platform in our sole discretion, including if we consider the instruction or action to be inaccurate or to require further explanation or if to do so would cause us to be in breach of any applicable law. Our duties to comply with your instructions via the Platform are set out in the Main Services Agreement.

9. ACCOUNT CREATION AND SECURITY

Different types of user accounts can be created via the Platform, including super-user or administrator level accounts and general or ordinary accounts.

The first user account will be an administrator-level account, allocated to a person nominated by you.

Your administrator-level users are responsible for creating and administering all further user accounts that you wish to allocate to your authorised representatives who will access and use the Platform, including all additional administrator-level accounts to be activated if that functionality is allowed via the Platform. That includes account activation, suspension and revocation, including when a person is no longer employed or authorised by you.

In the event of any issues in connection with your administrator-level accounts that cannot be resolved by other administrator-level accounts, you should contact us without delay.

You are responsible for ensuring all login details and passwords that give access to user accounts allocated to your users are kept safe and secure. You must ensure no-one other than the authorised user will ever have access to these, or to the use of their account. If any login or password details have been lost or compromised, you are responsible for immediately changing them using the functionality in the Platform. We recommend changing login details and passwords frequently, and in any event immediately after any actual or suspected security incident.

If we become aware of any security or related incident, we may block further access to any or all user accounts allocated to your authorised users and require them to revalidate their identity, change their passwords or taken other action that we consider to be appropriate at the time.

You hereby agree that we will not have any liability, of whatever nature and howsoever arising, for any loss or damage arising from any unauthorised use of any user account allocated to any of your authorised users.

10. **SUSPENSION OF ACCOUNTS AND/OR THE PLATFORM SERVICES**

We may suspend any account allocated to any of your users, or suspend your access to the Platform, at any time and without notice to you, on any reasonable grounds, including: (i) if we have reason to believe that you or any of your authorised users have not complied with these Platform Terms and Conditions, (ii) if we are required or requested to do so by any regulator, law or other authority, (iii) if we have reason to believe that any account allocated to any of your users has been compromised (although we have no duty to do this); or (iv) if we have reason to believe the Platform or any of your accounts have been compromised.

We may, in addition, suspend or permanently terminate your access to the Platform on termination or suspension of the Main Services Agreement for whatever reason.

You hereby agree that we will not have any liability, of whatever nature and howsoever arising, for any loss or damage arising from our suspension of any account allocated to your users or your access to the Platform.

11. **YOUR GENERAL OBLIGATIONS**

You will use the Platform in accordance with all applicable laws and regulations, including all applicable tax laws. You will, in particular, but without limitation, not use the Platform in connection with any activities that are unlawful, including any attempt to launder money or avoid applicable sanctions against any person, company or country.

The Platform may only be used in connection with your own business and only for the purposes for which the Platform was intended. Under no circumstances are you allowed to use the Platform for the benefit of any other persons.

You must not use the Platform to send messages or carry out actions that could be considered offensive or would cause reputational damage to us.

You must take all appropriate and necessary measures to protect your own systems and equipment from any unauthorised access or harmful code (including viruses, worms, malware, trojan horses or other malicious, harmful or destructive content) and must not introduce any of the same into the Platform.

You must not send any code (executable or otherwise), scripts or machine instructions of whatever nature via the Platform, including by embedding the same in any free text fields.

The use of robots, crawlers and similar applications in any way in connection with the Platform is strictly prohibited.

You must not make any attempt to circumvent or avoid any security or other restrictions that form part of the Platform or gain or attempt to gain unauthorised access to any equipment or systems that we use to provide the Platform.

You are not allowed to copy, distribute, modify or create derivative works on the basis of the Platform or any content published on the Platform, or to collect, harvest or otherwise use or obtain information of other users via the Platform.

You must ensure that all of your authorised users who access and use the Platform read and understand these Platform Terms and Conditions and comply with them. You are responsible for any of your authorised users' non-compliance with these Platform Terms and Conditions.

12. **INTELLECTUAL PROPERTY**

All rights, including all intellectual property rights of whatever nature, in connection with the Platform (including marks, designs and logos published on the Platform) will be owned by us, absolutely, or by third parties who we have licensed those from. You agree to transfer and assign to us, at our request and for no payment or consideration, any rights (including intellectual property rights of whatever nature) in connection with the Platform that may belong to you or any of your users.

We hereby grant to you a personal, non-transferable, revocable licence to use the Platform, until such time as we suspend or terminate your access to the Platform.

We do not make any warranty or provide any representation that the Platform or the Materials on it will not be infringing. In the event of any infringement, our sole liability (and your sole remedy) will be to endeavour (i) to make the Platform non-infringing, or (ii) to obtain a right for you to continue to keep using the Platform, and if we are unable to do so, we may terminate your use of or access to the Platform.

13. **CHANGES TO THESE PLATFORM TERMS AND CONDITIONS**

We may, from time to time, update or make other changes to these Platform Terms and Conditions. We will use reasonable endeavours to inform you of those changes, which may include notifying you by email. If you do not agree with those changes, you should stop using the Platform immediately. We will assume you agree with changes to these Platform Terms and Conditions if you continue to use the Platform after those changes have been made.

14. **LIABILITY**

You will indemnify, and keep indemnified, us against all losses, costs, claims, damages and expenses which may or any of our affiliated companies may sustain or incur as a result of: (i) us acting on any instructions given to us via the Platform; (ii) your breach of any of these Platform Terms and Conditions; and (iii) any action taken by means of a user account allocated to any of your users.

The Platform is provided to you "as is". We make no warranty or representation with respect to any aspect of the Platform (including that the Platform will meet your requirements or be fit for any particular purpose, or that the Platform will always be available or uninterrupted, timely, secure, free of viruses or error-free), and all warranties implied (whether by statute or otherwise) are hereby excluded to the fullest extent permitted by law.

We shall not be liable for: (i) any loss of profits, business, goodwill, anticipated savings or any other similar loss of pure economic loss; (ii) corruption of data; or (iii) special, indirect, consequential or punitive loss or damage of whatever nature, arising in connection with your use of the Platform.

In the event that we are liable in connection with your use of the Platform, our maximum aggregate liability (for ourselves and all of our affiliates, taken together) shall not exceed the greater of (i) all fees and charges actually paid by you to us under the Main Services Agreement, or (ii) £1,000.

Nothing in these Platform Terms and Conditions operate to exclude or limit any liability that we may have for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for such other liability to the extent that we are not allowed under applicable law to exclude or limit that liability.

We will not have any liability to you in connection with your use of the Platform to the extent caused by any abnormal or unforeseeable circumstances beyond our reasonable control, including acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes or natural disasters, epidemic or pandemic, 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 Platform.

15. FEES

The Platform is made available to you in connection with the Services and at no additional charge to the fees and charges that we receive in connection with the provision of the Services.

16. GENERAL PROVISIONS

These Platform Terms and Conditions constitute a personal contract between us. You are not allowed to assign any of your rights and transfer any of your obligations under these Platform Terms and Conditions to a third party. We, on the other hand, may transfer or assign these Platform Terms and Conditions and/or transfer all or any of our rights and obligations to any other person who, from time to time, operates the Services.

We are permitted to use third parties in connection with the maintenance and provision of the Platform and functionality available via the Platform.

These Platform Terms and Conditions and the terms of the Main Services Agreement constitute the entire agreement between us with respect to its subject matter.

No failure by either of us to exercise, and no delay by either of us in exercising, any right, power or remedy in connection with these Platform Terms and Conditions shall operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy or the exercise of any other right, power or remedy.

No person who is not a party to this agreement between us shall have any rights under these Platform Terms and Conditions or will be able to enforce any term of these Platform Terms and Conditions.

If any provision in these Platform Terms and Conditions is held by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, in

whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to our commercial intention. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of these Platform Terms and Conditions and the legality, validity and enforceability of the remainder of these Platform Terms and Conditions shall, subject to any deletion or modification made, not be affected.

Nothing in these Platform Terms and Conditions creates a partnership of any kind, an association or trust between us or makes either of us the agent of the other.

Any dispute arising from these Platform Terms and Conditions or your use of the Platform shall be governed by the terms of the Main Services Agreement.

These Platform Terms and Conditions are governed by English Law.