# Website Terms and Conditions (September 2013)

## Website terms and conditions

THIS WEBSITE IS AN OFFICIAL WEBSITE OF LLOYDS BANK PLC ("we" or "us").

YOU SHOULD READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THIS WEBSITE. USING THE WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE WEBSITE. YOU SHOULD ALSO READ THE TERMS AND CONDITIONS ABOUT EACH SERVICE ON THIS WEBSITE.

Please note these Terms changed on September 2013.

## 1. INTRODUCTION

You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register. By accessing any part of the Website, you shall be deemed to have accepted these Terms in full. If you do not accept these Terms, you must leave the Website immediately. We may revise these Terms at any time and you should periodically check the Website to review the then current Terms because they are binding on you.

Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Website. Where you have registered for additional you may also be subject to additional Terms and Conditions. If you want more information about anything on this Website, please contact your Relationship Manager.

## 2. CONTENT

Unless otherwise stated, the copyright, trade marks and other intellectual property rights in all material on the Website (including without limitation text, tools, photographs and graphical images) are owned by us or our licensors.

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You may not reproduce or adapt the Website in whole or in part without our prior written consent, except for the purpose of accessing our products and/or services and for producing print outs for your own personal and non-commercial purposes. No part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

Any use of the Website other than in accordance with these Terms is prohibited. If you breach any of these Terms, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

Any rights not expressly granted in these Terms are reserved.

# 3. SERVICE ACCESS

While the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

#### 4. VISITOR MATERIAL AND CONDUCT

Other than personally identifiable information, which is covered under our Privacy Policy www.lloydsbank.com/commercialbanking/privacy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in them for any and all commercial or non-commercial purposes.

You must not post or transmit to or from the Website any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained all necessary licenses and/or approvals; or (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). You may not misuse the Website (including, without limitation, by hacking).

We will co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of these Terms.

#### 5. LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed all of these third party websites and do not control and are not responsible for their content or availability. We do not endorse or make any representations about them, or any material found there. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions: (a) you do not remove, distort or otherwise alter the size or appearance of the any images or logos; (b) you do not create a frame or any other browser or border environment around the

Website; (c) you do not in any way imply that the we are endorsing any products or services other than our own; (d) you do not misrepresent your relationship with us nor present any other false information about us; (e) you do not otherwise use any trade marks displayed on the Website without our express written permission; (f) you do not link from a website that is not owned by you; and (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations. We expressly reserve the right to revoke the right granted in this clause for breach of these Terms and to take any action deem appropriate. You shall be responsible for any loss or damage suffered by us for breach of this clause.

## 6. REGISTRATION

Where you are invited to register for any part of this Website, each registration is for a single user only. You must not share your user name and password with any other person or with multiple users on a network. Responsibility for the security of any passwords issued rests with you.

## 7. DISCLAIMER

This Website is here to give you information about our products and services. It is up to you to decide whether they are suitable for you. You may want to get advice about this from an independent financial advisor.

The information on the Website may not tell you all you need to know, and you can ask us or an independent financial advisor for more details.

Though we try and keep the information up to date, there may be a time delay before we can do so. You should not rely solely on the information on this Website. You should check details about important things like price or interest rates in any actual agreement you sign as it is the terms in that document that form the agreement between us.

#### 8. OUR AND YOUR LIABILITY FOR USE OF THIS WEBSITE

The Website only complies with UK laws. You should only use it from the UK. The products and services on it are only available to you if you are a UK resident.

You may not always be able to access this Website. We are not responsible for any losses if you cannot do so (for example if you cannot obtain a product at a stated price). We are not responsible if the means of communication you use to access the Website or to send us information about yourself or to receive information from us does not work properly.

As we've explained above, the information on this Website may not always be quite up to date or complete. We advise you to check it carefully before you agree to buy a product or service, and we are not responsible for any losses you suffer if you fail to do so unless what

we put on the Website was incorrect or misleading (and provided the correct information was not provided to you or made available before you completed your purchase).

Whilst we take reasonable care to ensure the accuracy of information on third party websites (outside the Lloyds Banking Group) which we may have linked through this Website, as we cannot control what they contain, we are not responsible for any losses or other damage you suffer as a result of using those other websites.

We are not liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, third party viruses or malware, mechanical breakdown or data-processing failures.

Please remember that email is not a completely secure means of communication: it may be possible for others to intercept and read your messages. So if you choose to send us information by email, it is at your own risk.

## 9. INFORMATION FOR CUSTOMERS IN THE UNITED STATES OF AMERICA

Neither Lloyds Banking Group plc, Lloyds Bank plc nor Bank of Scotland plc is a US registered broker-dealer. Broker-dealer services in the United States are offered by Lloyds Securities Inc., a broker-dealer registered with the U.S. Securities and Exchange Commission and member of FINRA and SIPC, or by Lloyds Bank plc or Bank of Scotland plc in compliance with Rule 15a-6 under the US Securities Exchange Act of 1934. More information about Lloyds Securities can be found at http://www.lloydssecurities.com

# 10. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

# 11. REGISTERED OFFICES

Bank of Scotland plc, The Mound, Edinburgh, EH1 1YZ, registered in Scotland with registered number SC327000. Lloyds Bank plc, 25 Gresham Street, London, EC2V 7HN, registered in England and Wales with registered number 2065.