

# The **co-operative** bank good with money

## Business Internet Banking terms & conditions

Effective from 1st December 2007

### In these conditions:

- **Account** means any **account(s)** held by the Bank in the name of the Customer.
- **Authorised User** means any person whom the Customer has authorised to use the Service and to whom the Bank has allocated a User Password.
- **Bank** means The Co-operative Bank p.l.c. and any organisation to which the **Bank** may transfer its rights and/or obligations.
- **Customer** means you, the person(s) or corporate body in whose name(s) the **account(s)** is/are maintained by the **Bank**.
- **Customer Security Codes** means the User Identification Code ("User ID") and the User Password ("password") allocated to each **Authorised User** of the **Customer**.
- **Group** means us, the Co-operative Group (CWS) Limited (Co-operative Group), Co-operative Insurance Society Limited (CIS) and any companies or organisations, the **Bank**, Co-operative Group or CIS wholly or partly own or are owned by at any time and any other independent Co-operative Societies.
- **Information** includes any **information** about you or anyone associated with you, which we or the **group** hold now or in the future as a result of the application process or other dealings with us or the **group**, searches or checks at credit reference or fraud prevention agencies, products

and Services arising out of your **account** (including the supplier and the type of goods and Services), and such **information** may include sensitive **information** as defined in the Data Protection Act 1998.

- **Online Help** means **information** which the **Bank** makes available to help the **Customer** use the Service through its online reference material(s) or Guide(s).
- **Processing day** means any day (except Saturday, Sunday and Bank Holidays in England and Wales) on which the **Bank** may process **Customer's** instructions subject to the cut off times which apply as referenced in **Online Help**.
- **Service** means the Business Internet Banking Service made available to **Customers** by the **Bank** from time to time via the internet.
- **Software** means any computer **software** necessary for the provision of the **Service** by the **Bank** to the **Customer** and the use of the **Service** by the **Customer**.
- **Suitable** means what is adequate in satisfying the **Bank's** requirements in order to supply the **Service** to the **Customer** and is solely to be interpreted from the **Bank's** point of view.
- **We, Us or Our** means the **Bank**.
- **You or Your** means the **Customer**.

### Business Internet Banking terms & conditions

#### 1. The Service

- 1.1 The **Service** is provided subject to these terms and conditions and the reference materials available through the **Online Help** facility.
- 1.2 The financial **information** made available by the **Service** is for reference purposes only and while the **Bank** shall endeavour to ensure that the financial **information** made available to the **Customer** via the **Service** will be accurate and in accordance with the **Online Help** facility, the **Bank** shall not be liable for any loss incurred or damage suffered by the **Customer** by reason or in consequence of any such financial **information** not being complete, accurate, up to date or available at any time.
- 1.3 Without prejudice to these terms and conditions, the **Bank** reserves the right to reverse any entry and make any necessary adjustments to the **account** but if it does so the **Bank** will notify the **Customer** by system notice or other means of communication at the **Bank's** discretion.
- 1.4 Subject to Conditions 3.5 and 4.2, the **Bank** reserves the right to update, enhance, modify, vary, replace, suspend or withdraw the **Service** or any part thereof but in the event that the **Bank** does so, the **Bank** will notify the **Customer** 30 days in advance if such changes are not to the advantage of the **Customer**. Otherwise, the **Customer** will be notified within 30 days of the change. Any notification will be effected by system notice, email or other means of communication at the **Bank's** discretion.
- 1.5 The **Bank** does not warrant or guarantee the speed, resolution of or access to the **Service** or that the **Service** will be free from interruption.
- 1.6 The minimum specification to run the **Service** which the **Bank** recommends can be found in the User Guide or as notified to the **Customer** from time to time.
- 1.7 The **Bank** will use reasonable endeavours to effect instructions received from the **Customer** on the appropriate **processing day** as requested by the **Customer**.
- 1.8 The **Bank** will use reasonable endeavours to provide the **Service** but the **Bank** will not be responsible for any loss suffered by any party should the **Service** be interfered with or be unavailable by reason of industrial action, failure of the **Customer's** equipment or any other circumstances not reasonably within the **Bank's** control.

#### 2. Customer obligations

- 2.1 The **Customer** irrevocably authorises the **Bank** to act on all instructions received via the **Service** in respect of the **Customer's account** and to debit and/or credit the **Customer's account** with the amount of all transactions initiated through the **Service** in accordance with the procedures set out in **Online Help**. Payment instructions received via the **Service** will only be accepted and acted upon by the **Bank** if the **Customer** has sufficient available cleared funds in the **account** from which payment is to be made or by prior agreement with the **Bank**. In all cases, the **Bank** will only accept instructions when the right to use the **Service** has not been withdrawn or suspended. This irrevocable mandate shall survive any termination of the Service by the **Bank** or **Customer** in relation to all such instructions received by the **Bank** prior to the expiry of any period of notice of termination. The **Bank** reserves the right to refuse to action or implement any instruction but in such a circumstance will notify the **Customer** of the reason for doing so.

- 2.2 The irrevocable authority given by the **Customer** to the **Bank** under Condition 2.1 shall also include those received by the **Bank** from any **Authorised User** of the **Customer** acting alone regardless of any different signing instructions or authority on the **Customer's account** mandate held by the **Bank**.
- 2.3 The **Customer** will at its own expense provide and maintain facilities **suitable** for gaining access to the **Service** and shall be responsible for ensuring that these meet any requirements specified by the **Bank** from time to time (including those referred to in Condition 1.6).
- 2.4 The **Customer** agrees to take all reasonable precautions to prevent the use of the **Service** by unauthorised persons. In the event that the security of the **Customer's Security Codes** have or is suspected to have been breached the **Customer** must notify the **Bank** in accordance with Condition 3.2. The **Customer** must take all reasonable precautions to ensure that only **Authorised Users** have access to such facilities.
- 2.5 Provision or use of the **Service** will not confer any right on the **Customer** to overdraw the **account(s)** except where an overdraft facility had been agreed with the **Bank** from time to time. Transactions via the **Service** remain subject to your **account** terms and conditions in addition to these terms and conditions. In the event of any contradiction or inconsistency between the **account** and Business Internet Banking terms and conditions, the **account** terms and conditions shall be deemed to prevail, save for those terms relating to the Business Internet Banking Service only.
- 2.6 The **Customer**, where it is a body corporate, must provide to the **Bank suitable** written evidence prior to the commencement of the **Service** of the authority of the **Customer** to enter into this agreement. The **Bank** shall be entitled to continue to act on the instructions it receives from the **Customer** pursuant to such written authority until the **Bank** receives actual notice of the revocation or variation of such written authority.
- 2.7 The **Customer** shall be responsible for any loss which may be incurred by any party as a consequence of any breach by the **Customer** of these terms and conditions and the **Customer** will indemnify the **Bank** against any claim made against the **Bank** for recompense for such loss and any loss incurred by the **Bank** in connection with such claim.
- 2.8 The **Customer** shall not make or allow or cause others to make or allow any unauthorised copy or copies of any **software** or part thereof used by the **Bank** in providing the **Service** or supplied by the **Bank** to the **Customer** in order to use the **Service** or the **Online Help** material and shall not disassemble, reverse engineer, modify, decompile or otherwise use the **software** or allow others to do likewise except as agreed with the **Bank**.
- 2.9 The **Customer** shall not acquire title to any programmes, **software**, specifications, techniques or other **information** supplied to the **Customer** for the purposes of the **Service** (or to any intellectual property rights in respect of the foregoing).
- 2.10 The **Customer** will be responsible for nominating which **Authorised User(s)** should use the **Service**.

#### 3. Customer security codes

- 3.1 When registering for the use of the **Service**, each person authorised by the **Customer** to use the **Service** will be issued with a unique User ID and password. Access to the **Service** will be dependent upon the use of both the User ID and password. The **Customer** and all persons authorised by the **Customer** to use the **Service** must take all necessary and reasonable precautions to prevent the disclosure and unauthorised use of both the User ID and password. An **Authorised User** must not allow any other **Authorised User** or anyone else to access or use his/her unique User ID or password which each **Authorised User** must keep secret at all times.

- 3.2 The **Customer** must notify the **Bank** immediately if any **Authorised User** ceases to be so authorised and must notify of any new or additional persons to be authorised to use the **Service**. The **Customer** must not permit any User ID or password to be passed from any **Authorised User** who is to cease or ceases to be authorised to one who is or is to become an **Authorised User**.
- 3.3 If the **Customer** knows or suspects that the security of the **Customer Security Codes** has been breached, the **Bank** must be notified immediately. Upon notification, the **Customer's** liability will cease.
- 3.4 If the unauthorised use of the **Customer Security Codes** is due to the **Customer's** fraud or gross negligence, the **Customer** will remain liable for all directly resulting losses.
- 3.5 The **Bank** may ask the **Customer** to assist in its efforts to recover any loss resulting from the unauthorised use of the **Customer's Customer Security Codes**.
- 3.6 For your protection, the **Bank** reserves the right to suspend the **Customer's** access to the **Service** without notice if:
- incorrect **Customer Security Codes** are used to attempt access to the **Service**,
  - the **Bank** has reason to suspect an unauthorised person is attempting to access the **Service**.
- 3.7 The use of **Customer Security Codes** as part of the **Service** may vary over time. The **Bank** may vary, amend, suspend or terminate any **Services** available but will give the **Customer** notice of any such changes in accordance with Condition 1.4.
- 3.8 The **Customer** (or any **Authorised User** thereof) must exit the **Service** when leaving the computer terminal unattended.
- 4. Variation, termination and suspension**
- 4.1 The **Bank** reserves the right to vary these terms and conditions at any time on giving the **Customer** 30 days notice in advance if the change is to the **Customer's** disadvantage by system notice, email or other means of communication at the **Bank's** discretion. Any other changes can be effected immediately and the **Bank** will notify the **Customer** within 30 days of the change.
- 4.2 With respect to those rights reserved by the **Bank** in Condition 1.4, in the event the **Bank** suspects fraud or other inappropriate use, is required to do so by court order or by law, or in the event of a dispute (**Bank/Customer** or intra-**Customer** where this could have a legal impact on the **Bank/Customer** relationship), no prior notice will be given to the **Customer**.
- 4.3 The **Customer** may terminate its use of the **Service** by giving the **Bank** not less than one month written notice of termination. Time shall start to run once such notice is received and processed by the **Bank** and not from the date of posting by the **Customer**. Upon termination access to the **Service** shall cease.
- 5. Using and sharing your information**
- 5.1 **Your information** may be held by **us** in any form and on any **Group** database and used by **us** and the **Group** for the purposes set out below.
- We** and the **Group** may use, analyse and access **your information** to maintain and develop **our** relationships with **you**. **Information** shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by **us** and them to prevent fraud and money laundering. This may include the following purposes:
- checking details on applications for credit and credit related facilities,
  - to make credit decisions about **you** and anyone to whom **you** are linked financially or other members of **your** household,
  - managing credit and credit related facilities,
  - to consider and implement business, product and technology developments,
  - to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning **you**), compliance and regulatory reporting, fraud prevention and recovering debt,
  - checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for **you** and anyone else linked to **your** insurance proposal or claim,
  - to help **us** identify products and **Services** which may be of interest to **you** (unless **you** have asked **us** not to),
  - meeting any obligations **we** may have under the card scheme **your card** is issued under,
  - checking details of job applicants and employees.
- 5.2 **We** will link **your information** between **your account(s)** and other products and **Services** **you** have with **us** or the **Group** and with **information** about others with whom **you** have a financial link.
- 5.3 **We** and the **Group** may identify and tell **you** by letter, telephone, fax, including automated dialling, e-mail or any other means of communication about products and **Services** which may be of interest to **you** and which are offered by **us**, the **Group** or other carefully selected organisations or companies (if **you** do not wish to receive such **information** please write to **us** at **Customer Services**, The Co-operative Bank p.l.c., P.O. Box 250, Skelmersdale, WN8 6WT for more details, but please note this may mean **you** will not receive **information** about business, product or **Service** developments which may be of benefit to **you**). **You** do agree that **we** can forward any newsletter, statement message, new terms and conditions or **information** about any changes to the way **your account(s)** operate or provide **information** on card carriers.
- 5.4 **We** will disclose **information** outside the **Group** only:
- where **you** have provided **your** agreement,
  - to **our** agents or subcontractors for operational reasons,
  - to **our** affinity partner(s) if **you** have an affinity product(s),
  - to any persons, including, but not limited to, insurers, who provide a **Service** or benefits to **you** or for **us** in connection with **your account(s)**,
  - to licensed credit reference agencies as set out below,
  - to fraud prevention and other agencies to help prevent crime or where **we** suspect fraud,
  - if compelled to do so by law,
  - for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board) and to confirm **your** identity for money laundering purposes, which may include checking the electoral register,
  - to any person to whom **we** will or intend to transfer **our** rights or obligations,
  - if **your card** or PIN are lost or stolen, or to meet any obligation **we** may have under any card scheme **your card** is issued under.
- 5.5 **We** may disclose **your information** to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or **Services** available to **you** or adjust any level of credit) for **you** and anyone with whom **you** are linked financially or other members of **your** household – **our** enquiries or searches may be recorded – and credit reference agencies may supply **us** with financial **information**.
- 5.6 **We** may also disclose **information** to licensed credit reference agencies about how **you** conduct **your account(s)** and this **information** may be shared with other financial institutions to help make financial decisions about **you** and anyone with whom **you** are linked financially or other members of **your** household. If **you** borrow and do not repay in full and on time, **we** may tell credit reference agencies who will record the outstanding debt.
- 5.7 A link between joint applicants and/or any individual identified as **your** financial partner will be created at credit reference agencies, which will link **your** financial records. **You** and anyone else with whom **you** have a financial link understand that each others **information** will be taken into account in all future applications by either or both of **you**. This linking will continue until one of **you** successfully files a disassociation at the credit reference agencies.
- 5.8 **You** agree that **your information** may be transmitted to, from and/or through any country as a result of **your** use of **your account(s)** and any **Services** which form part of **your account(s)** irrespective of the levels of data protection provided in any particular country and at **your** own risk. If **we** transfer **your information** to an agent or subcontractor who provides a **Service** to **us** in another country outside the European Economic Area **we** will ensure they agree to treat **your information** with the same level of protection as **us**.
- 5.9 If **you** write to **us** and pay a fee **you** have a right of access to **your information** held by **us**. Write to **us** at Customer Care, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP.
- 5.10 **You** have a right of access to **your information** held by credit reference and fraud prevention agencies on payment of a fee. If **you** ask **we** will tell **you** the name and address of the credit reference and fraud prevention agencies **we** may use.
- We** and other organisations may access and use from other countries the **information** recorded by fraud prevention agencies.
- Law enforcement agencies may access and use this **information**.
- 5.11 **We** may record and/or monitor telephone calls to enhance security, sort out complaints, improve **our Customer Service** and for staff training purposes.
- 6. General**
- 6.1 The **Bank** reserves the right to levy a Tariff of fees and charges in relation to the **Customer's** use of the **Service** and the **Bank** further reserves the right to vary or introduce fees or charges to the Tariff from time to time. Any such variation or introduction will be notified to the **Customer** in accordance with Condition 4.1.
- 6.2 The **Bank** may monitor and/or record communications (telephone calls, fax or email) between the **Customer** and the **Bank** to enhance security, resolve complaints, improve our **Customer Service** and for staff training purposes.
- 6.3 The **Bank** reserves the right to transfer or assign its rights and/or duties in relation to the **Service** to any other party.
- 6.4 The **Bank** undertakes, at its own expense, to defend or, at its own option, to settle, any claim or action (together "a claim") brought against the **Customer** concerning the infringement of any patent, design right, trade mark, trade secret, copyright or similar right in the **Software**. The **Bank** further undertakes to indemnify the **Customer** against any judgment made against the **Customer** in respect of such a claim.
- 6.5 No delay, neglect or forbearance on the part of the **Bank** or the **Customer** in enforcing any of these terms and conditions shall be taken as a waiver or otherwise prejudice any rights arising under them.
- 6.6 This agreement is governed by English law.

**Please call 08457 213 213 if you would like to receive this information in an alternative format such as large print or Braille.**

Part of The **co-operative** financial services

The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.

The Co-operative Bank is authorised and regulated by the Financial Services Authority (No.121885), subscribes to the Business Banking Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No.006110).

The Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number 29379R.

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