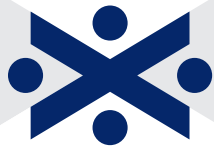


Banking

Internet Banking agreement



**BANK OF
SCOTLAND**

By your side

Internet Banking agreement

This agreement is made up of these Internet Banking terms and conditions, and the Additional Services terms and conditions.

In this agreement:

- ▶ 'you' are the customer who has registered for Internet Banking;
- ▶ 'we' are Bank of Scotland plc;
- ▶ 'product' can mean any account, policy, plan or service you can access using Internet Banking.

What is Internet Banking?

Internet Banking is our online service where you can access most of your personal products using a computer, mobile, tablet or other device, either through your browser or our app. It includes the Additional Services listed below.

We may also provide access to products you hold with other Lloyds Banking Group companies, and from third party companies, for example through Open Banking.

What are the Additional Services?

Internet Banking customers may be able to use Additional Services, which currently include the following:

- ▶ Paper-free statements and correspondence;
- ▶ Everyday Offers;
- ▶ Mobile alerts;
- ▶ Cheque imaging;
- ▶ Card freezes;
- ▶ Account information service.

Privacy

Please read our privacy statement, which is available at bankofscotland.co.uk/privacy. It explains how we'll use your personal information and gives details about how we use cookies.

1. This agreement

1.1 This agreement applies to your use of Internet Banking and any Additional Services. If there are any inconsistencies between the Internet Banking terms and conditions and the Additional Services terms and conditions, the Additional Services terms and conditions will apply.

1.2 Unless we tell you otherwise, this agreement doesn't change any of the terms and conditions that relate to the products you access through Internet Banking. We have separate agreements with you for these. If we tell you that any of this agreement's terms apply to a product you use but it conflicts with a term in your product agreement, the term in this agreement will apply.

2. Charges

2.1 We don't charge you to use Internet Banking or the Additional Services but your network operator or internet provider may charge you for using their services when you access them.

2.2 Any charges that apply for making transactions using Internet Banking will be made under your relevant product agreement, not this agreement. This is explained in the information we give you about the product.

3. Using Internet Banking and the Additional Services abroad

- 3.1 You should be able to view information, make changes and perform transactions on your products if you use Internet Banking in a country outside the UK.
- 3.2 If you want to use Internet Banking or any of the Additional Services in a country outside the UK, you're responsible for finding out whether it is lawful to do so in that country. You're responsible for complying with its local laws. We're not responsible for any loss that results if you break local laws.

4. Joint products

- 4.1 You can use Internet Banking to access any joint products you have. You may be able to give us instructions about them independently of the other product holders. Each person must register separately for Internet Banking.

5. Viewing account information

- 5.1 Where we display information about your products, some of it may not be updated in real time. You should check with us, or the relevant product provider, for up-to-date information.

6. Accessing the Additional Services

- 6.1 We may provide some of our Additional Services automatically to you. Others you may need to activate. You can opt out of any of the Additional Services that are available to you in Internet Banking unless we have indicated your right to do so may be limited in some way.

7. Security

- 7.1 We will ask you to confirm your identity when you log in and before we accept certain instructions you give us through Internet Banking. We may also rely on some of the security functions on the devices you use when you access Internet Banking, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.

- 7.2 We may use software and other technology to help us identify you, and to detect viruses or malicious software (malware) on the computer or device you use to access Internet Banking. If we detect these things, we may suspend, restrict or block your access to Internet Banking or the use of your security details. If this happens, you may not be able to access some or all of our Internet Banking services again until you have removed the viruses or malware. If we tell you that you should use new security details to access Internet Banking, you must do so.

- 7.3 You must always keep your security details secure and not share them with anyone, including any joint product holders. You must also ensure that only your biometric information (such as your fingerprint when using Touch ID) is registered on any devices you use to access Internet Banking. We'll never phone, text or email you asking for your password or memorable information.

- 7.4 You may use third party providers who offer account information services or payment initiation services (or both) so long as:

- ▶ they're authorised by law;
- ▶ they're open and transparent about their identity;
- ▶ they're acting in line with the relevant regulatory requirements.

If you are thinking of using a third party provider, you should check it is authorised before you use it.

8. Access to Internet Banking and the Additional Services

Please note

Not all Internet Banking services are available 24 hours a day, seven days a week.

- 8.1 You can usually use Internet Banking and the Additional Services at all times but occasionally repairs, updates and maintenance on our systems may mean some or all of the services aren't available or may be slow while changes are being implemented.

- 8.2 We won't be liable to you if you suffer any loss in such circumstances. This is because you should be able to give us instructions by other means, for example by calling us or coming into one of our branches.
- 8.3 We may suspend, restrict or stop your use of Internet Banking, the Additional Services or the use of your security details if we reasonably think this is necessary because, for example:
- the security of your product or Internet Banking is at risk;
 - we suspect unauthorised or fraudulent use of your security details or Internet Banking;
 - a device is being used that we do not recognise, seems to have been modified or is being used in an unusual way;
 - we must comply with a legal or regulatory requirement;
 - you've knowingly given us false information about yourself or another product holder;
 - a systems failure has occurred;
 - a third party has failed to supply services;
 - something happens beyond our reasonable control;
 - this agreement ends.
- 8.4 We may prevent access to Internet Banking if you're using an outdated browser or are using a version of our app we no longer support. How well Internet Banking works may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled.
- 8.5 We may de-register you or suspend your use of Internet Banking or security details for security reasons if you haven't used them for more than 30 days, or if you don't hold any products you can access through Internet Banking. If we do this, you can ask us to reactivate them but you may need to re-register.
- 8.6 If possible, we'll contact you before suspending, restricting or blocking your access to tell you we're doing so and why. We explain how we may contact you in section 11 of this agreement. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.
- 8.7 You must not use Internet Banking or any software we provide (e.g. our app) except for your own use. You may not adapt, alter, modify, copy or reverse-engineer it or allow someone else to do the same.

9. How you can end this agreement

- 9.1 You may end this agreement at any time without explanation or charge by calling our helpdesk or visiting us in branch.

10. How we can end or change this agreement

- 10.1 We'll usually notify you of changes using your Internet Banking secure inbox, but we may also use email, SMS, post, online notifications or any other appropriate messaging service. Provided we give you at least two months' notice in advance, we can:

- change any of the Internet Banking terms and conditions, the Additional Services terms and conditions, or withdraw an Additional Service;
- end this agreement.

We can also make a change that is positive to you without telling you in advance.

- 10.2 The notice period will start from the date we tell you we have delivered the notice to your Internet Banking secure inbox or have sent it by one of the other means.

- 10.3 We can make a change for a reason set out below. If we do, the change we make will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Types of change

- ▶ A change to the law, regulations or industry guidance or standards, or as a result of a court's, ombudsman's or other binding decision.
- ▶ To reflect changes in Internet Banking and the services you can access through it. This may include the introduction of new technologies, changes to systems, or the way we do business.
- ▶ To do something positive for you.
- ▶ A change in the cost of providing Internet Banking or the Additional Services to you.
- ▶ Any other change that affects us if it is fair to pass on its impact to you.

- 10.4 We may make changes for any other reason we cannot foresee. We will always act reasonably and won't go beyond what we think is necessary to make the change.
- 10.5 If you don't want to accept a change we tell you about in advance, you can end this agreement by telling us before the change comes into effect. You can also end this agreement at any time after we make the change but the change will apply to you until you do.

11. How we'll contact you

- 11.1 If we need to contact you about Internet Banking or the Additional Services, we'll normally do so through your Internet Banking secure inbox. We'll never change any documents held in Internet Banking after we have sent them.
- 11.2 We may also communicate with you in any other way that is personal to you. This may include email, SMS, post, online notifications or any other appropriate messaging service. Once we've sent you a message, we'll assume you've received it.
- 11.3 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details to send you information.

12. How you can contact us

- 12.1 You can get in touch with us by visiting your branch or calling us. Details of our telephone numbers are available within Internet Banking, on the website and from our branches.

13. Complaints

- 13.1 If you have a complaint about Internet Banking, please contact us using the details available within Internet Banking, on our website and from our branches. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.
- 13.2 If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman using the contact details below.

Address: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone:
0800 023 4567 or **0300 123 9123**

Email:
complaint.info@financial-ombudsman.org.uk

Website:
www.financial-ombudsman.org.uk

14. Other information

- 14.1 All the information we give you and all communications between you and us will be in English.
- 14.2 We may choose not to enforce or rely on one or more of these terms and conditions at any time, but we reserve the right to start applying them again at any time.
- 14.3 Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service.

15. Law applying to this agreement

- 15.1 This agreement is governed by the law that applies to the product you're accessing through Internet Banking (for example, if English law applies to your product, the same law will apply to your use of Internet Banking). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

Legal information

Bank of Scotland plc is registered with company number SC327000. Our registered office is at The Mound, Edinburgh EH1 1YZ. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628. Authorisation can be checked on the Financial Services Register at www.fca.org.uk Bank of Scotland plc is a member of the Financial Services Compensation Scheme and the Financial Ombudsman Service.

Additional Services

Paper-free statements and correspondence

These paper-free statements and correspondence terms apply to products you access through Internet Banking.

1. When you are registered for Internet Banking, we may send information about the products you can access through it electronically rather than on paper. You can tell us if you would prefer to receive this information on paper, but this may not be appropriate for some types of product or for all information we send. For example, updates to the Internet Banking agreement may still be sent electronically regardless of your paper-free preferences.
2. If we send you information electronically, we'll do this by posting it in Internet Banking or sending it to your Internet Banking secure inbox. Any information you receive through Internet Banking will be in PDF, HTML or a similar format, that allows you to keep or download it. Your statements and correspondence contain important information, so we encourage you to keep a copy of them in a way that allows you to refer to them again in the future.
3. If you have a joint product and one of you registers for Internet Banking, we may send information about that product electronically through Internet Banking. If this happens, it means we will not have to send information on paper to any person for that product.

Before you register for Internet Banking, you must first make sure all joint product holders agree you can do this. We'll write to them to confirm the change and stop sending information on paper. If they are not registered for Internet Banking and hold an eligible product, they can sign up to the service to receive the information electronically.
4. If you ask us to change your product from one type to another, your agreement to receive statements and correspondence electronically will also apply to your new product unless you tell us otherwise.

5. We may still send you some or all of the information relating to your products on paper. For example, we may not be able to provide all of your statements or correspondence electronically and it may not always be appropriate for us to do so.

Everyday Offers

1. Eligibility

- 1.1 To be eligible for Everyday Offers you must:
 - a) be over 18;
 - b) have a debit or credit card (as primary cardholder) from a personal account with us;
 - c) be registered for Internet Banking.
- 1.2 You'll normally need to activate individual offers before you can earn cashback, but some offers we may activate for you.

2. Receiving cashback

- 2.1 Cashback you earn will be paid in line with the conditions that apply to the offer.
- 2.2 We'll normally pay cashback from debit and credit card offers into your personal current account or credit card account on or before the last working day of the month after the month we receive details of your payment. This may be in a different month from when you made the payment – see example:

Example

Friday 28 August - an offer is activated

Sunday 30 August - you make a payment that qualifies for £10 cashback

Tuesday 1 September - we receive details of the payment

Friday 30 October - we pay you £10 cashback to your account

- 2.3 For direct debit offers, you may have to make a minimum number of direct debit payments before you earn cashback. This will be explained in the conditions that apply to the offer. We'll pay cashback into your account on or before the last working day of the month after the month we receive details that you've made the minimum number of direct debit payments.
- 2.4 For credit card accounts, cashback will act as a credit and reduce any balance showing on your account. It will not replace or reduce your credit card minimum payment for that month, unless the cashback amount reduces your outstanding balance to less than your minimum payment. Details can be found in your credit card terms and conditions.
- 2.5 Working days are Monday to Friday, except bank holidays.
- 2.6 Cashback will normally be paid into your personal current account that's been open the longest. If you don't have a personal current account, then we'll pay it to your credit card account that's been open the longest. If you have more than one personal current account and/or credit card account with us, you can change which account you'd like your cashback paid into.

3. When we don't pay cashback

- 3.1 You won't receive cashback if, at the time it is due to be paid:
 - 3.1.1 you no longer have a personal current account or credit card account we can pay it into;
 - 3.1.2 you're no longer registered for Everyday Offers.
- 3.2 We won't pay you cashback on a direct debit offer if you cancel your direct debit instruction before the minimum number of direct debit payments have been paid, in line with the conditions that applied to the offer.
- 3.3 We won't pay you cashback if doing so would break any law or regulation that applies to us.
- 3.4 We won't pay cashback if the offer has expired or if an offer is withdrawn before a purchase is made.

4. Spending on joint personal current accounts and by additional cardholders on credit card accounts

- 4.1 On joint personal current accounts, our offers will match spending on your card and not on the card of the other account holder. Only the person who has received an offer can earn cashback on it. We'll pay cashback into the account you choose, whether it's a joint or sole account.
- 4.2 Only the primary cardholder on a credit card account is eligible for Everyday Offers and can activate offers. Any spending by additional cardholders will be used to generate new offers, but any cashback they earn will be paid to the primary cardholder on the account.

5. Stopping the service and withdrawing or changing offers

- 5.1 We can temporarily or permanently stop you using the service immediately and withhold any unpaid cashback if we reasonably believe that:
 - 5.1.1 you're abusing the service;
 - 5.1.2 you're trying to gain cashback by fraudulent or other illegal means.
- 5.2 We may withdraw the service by giving you two months' notice. If you've not broken this agreement, we'll still pay you any cashback you've earned on payments made up to the date we withdraw the service. You won't be able to earn any more cashback after this point.
- 5.3 We try to ensure that the information in the offers is accurate. If there are any errors in an offer, we may withdraw or correct it. This won't affect any offers we've already fulfilled.
- 5.4 We may withdraw offers at any time. This won't affect any cashback you have earned if you made a purchase before the offer was withdrawn.

6. Liability

- 6.1 We're not responsible for any loss, cost or charge you incur if Everyday Offers is unavailable or affected by an issue that is beyond our reasonable control.

Mobile alerts services

What are mobile alerts?

Mobile alerts include any mobile alerts services we offer and any service messages we may send to your mobile phone or other devices, other than those we are required to send by law or a regulator.

1. Charges for mobile alerts

- 1.1 We won't charge you for sending mobile alerts. We're not responsible for any charges imposed by your mobile operator or app provider.

2. Accuracy of mobile alerts

- 2.1 The mobile alerts you receive are accurate when our systems create them. The details of funds available in your accounts and the status of any other information provided may change before and after you receive them.
- 2.2 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all – for example, if your device is switched off or lacks signal or data connectivity.

3. Changing your mobile phone number

- 3.1 You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:
- 3.1.1 we'll continue sending alerts to your old device or number until you tell us;
 - 3.1.2 we won't be liable for any loss you suffer if someone else finds out your product information.

Cheque imaging

1. Types of cheque you can deposit

- 1.1 You can only deposit sterling cheques payable from another Bank of Scotland account or a participating UK bank or building society into a Bank of Scotland personal current account or savings account where you are a named account holder. You cannot use cheque imaging to deposit the following cheques:
- ▶ traveller's cheques;
 - ▶ bank giro credit;
 - ▶ electronic vouchers;
 - ▶ other non-standard cheques.

- 1.2 The cheque must be payable to you, and the name on the cheque must match the name or one of the names on the account you are paying it into.

- 1.3 You can't deposit a cheque if you've previously tried unsuccessfully to pay it in at a branch, Post Office®, ATM machine or any other place; or if we have previously refused to accept it through cheque imaging for a reason in condition 3 below.

2. Depositing a cheque

- 2.1 The cheque imaging cut-off time is 10pm and our app will tell you if the cheque deposit process was successful.

- 2.2 If it was, this means the cheque image and related details you provided were captured for processing. It does not mean the cheque itself is problem-free or that it will be paid. When we start processing the information, we may still reject the cheque for a reason given in condition 3 below.

- 2.3 You can see the status of cheques successfully deposited through our app in the Deposit History tab. This will show only cheques deposited using cheque imaging on that device. It will not show cheque-imaging deposits made on another device by you or by any joint account holder on their device. Unsuccessful deposit attempts are not recorded or displayed in our app.

2.4 While a cheque is being processed, its status will show as 'pending'. If the status of a cheque is shown as 'pending' or 'funds available':

- ▶ you must not try to pay in the same cheque again using our app;
- ▶ you must not try to pay in the same cheque again in some other way, for example, at a branch.

2.5 If the status of a cheque is shown as 'Rejected', a message will be displayed in Deposit History explaining why the cheque was rejected and what you can do next.

3. Why might we reject a cheque?

3.1 To reduce the risk of fraud, we limit the value of cheques you can pay in using cheque imaging. This means you can pay in a single cheque up to the value stated in our app, or several cheques that add up to that value on the same day. We may change these limits at any time, but you'll always see the current daily limit value displayed in our app.

3.2 For various reasons, we may be unable to process a cheque – please refer to your product terms and conditions for full details. When depositing through cheque imaging, the following reasons could also apply:

- a) it is not a type of cheque we can accept;
- b) the cheque is not in pounds sterling;
- c) the quality of the cheque image is not good enough.

4. What happens if we reject a cheque?

4.1 If you successfully deposit a cheque but we later reject it, this will show as a debit in your transactions in the Deposit History tab and the funds will no longer be available. Unless prevented by law, we'll also tell you the reason for the rejection and what you should do next.

4.2 A cheque can be returned unpaid even after you have paid it into your account, as explained in your product terms and conditions.

5. How long must you keep the paper cheque?

5.1 You must keep the paper cheque until it is showing as 'funds available' in your Deposit History. This is in case there are queries or you need to resubmit the cheque some other way.

Card freezes

What are card freezes?

Card freezes give you more control by allowing you to select how and where your card can be used.

1. Eligibility

1.1 To set up a card freeze, you must hold a personal Bank of Scotland branded debit card or credit card. The availability and features of each card freeze may differ between debit cards and credit cards.

2. Setting up a card freeze

2.1 Any card freezes you set up will apply to the card or cards you select – as identified by the 16-digit card number on the relevant cards – and to any replacement for those cards. The only exception is when you report a card lost or stolen. In this case, any card freezes you have set up will not apply to the replacement card, so if you want a card freeze to continue you will need to reset it yourself.

2.2 Who can set up and cancel a card freeze?

Debit cards	Credit cards
Only the named cardholder for each card	Only the primary cardholder

3. Adding and withdrawing card freezes

3.1 We may make new types of card freeze available at any time. If we withdraw a card freeze, we'll give you two months' notice unless we cannot do so for reasons outside our control.

4. Card freezes on lost or stolen cards

4.1 If you know your card has been lost or stolen, you should report this immediately by calling us or logging in to Internet Banking, rather than setting up a card freeze.

5. Exceptions and liability

- 5.1 When we receive a request for payment, we'll make every effort to act on any card freezes you have set up. However, sometimes transactions you request will still go through or may be declined. This may include any 'offline' transactions that are not referred to us for prior authorisation – for example, some contactless payments and recurring transactions, such as magazine subscriptions.
- 5.2 When we consider whether or not a transaction is permitted, we rely on the information retailers give us when they request a payment. If a retailer incorrectly describes the type of transaction you are making so it doesn't match a card freeze you have set up, we may allow or decline the payment accordingly.
- 5.3 We are not responsible for any loss, cost or charge you incur if we allow a transaction you request and authorise despite having set up a card freeze. Also, we are not liable for any loss, cost or charge you incur if a payment is made or declined for reasons beyond our reasonable control.

Account information service

1. What is the account information service?

- 1.1 Our account information service allows you to keep track of your money by displaying balances and information from online payment accounts held with banks and other payment service providers in one place.
- 1.2 By adding accounts you have with other providers, we are able to show information from those accounts alongside your Bank of Scotland products.

2. How does it work?

- 2.1 In order to provide the service, we will access your online accounts with other payment service providers by using a dedicated interface (such as an application programme interface or "API") set up by the payment service provider.
- 2.2 You give explicit consent for us to contact the providers of the accounts you add to the account information service, and to access and use the account information relating to those accounts.
- 2.3 Where necessary to provide the service, we will engage trusted third parties to access your accounts with other payment service providers. We will ensure that any of your data shared with third parties is secure at all times.
- 2.4 When you use the service, we may analyse your account information to give you a clearer picture and more control of your finances in a single place, enabling you to manage your money more effectively.
- 2.5 The information you provide must be accurate, complete and up to date and must not give a false impression of your identity. Your right to access and use the service is personal to you and is not transferable.

3. What happens if something goes wrong?

- 3.1 We will be liable for loss or damage you suffer as a foreseeable result of us breaching the terms of our account information service, our failure to meet our obligations under applicable law to protect your information and keep it secure or of any obligation that can't be limited or excluded as a matter of law.
- 3.2 We will have no liability for any loss or damage arising from your use of the account information service to the extent that another of your payment service providers is responsible for that loss or damage.
- 3.3 We will not be liable for any loss or damage caused as a result of unauthorised access to the account information service or any of your accounts if:
- a) you intentionally or negligently failed to take all reasonable precautions to protect your security details or any device used to access the service;
 - b) you failed to notify us that the service was being accessed in an unauthorised way after becoming aware of it;
 - c) you acted fraudulently.
- 3.4 When you use our account information service, if you suspect that any information shown about your accounts held with another provider is incorrect, you must contact the provider of that account.

4. Stopping the account information service

- 4.1 You can end these terms and your use of the service at any time without explanation or charge by using the 'Remove' button within our app or calling us on **0345 603 6598**. Lines are open 8am–8pm, seven days a week.
- Not all Telephone Banking services are available 24 hours a day, seven days a week.

Get in touch

 [bankofscotland.co.uk](https://www.bankofscotland.co.uk)

 0345 602 0000

 Visit your local branch

If you need this communication in another format, such as large print, Braille or audio CD, please contact us.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages www.relayuk.bt.com SignVideo services are also available if you're Deaf and use British Sign Language: [bankofscotland.co.uk/contactus/signvideo](https://www.bankofscotland.co.uk/contactus/signvideo)

If you need support due to a disability please get in touch.

Calls and online sessions may be monitored and recorded. Not all Telephone Banking services are available 24 hours a day, 7 days a week.

If you need to call us from abroad, you can also contact us on **+44 (0)113 279 8302**.

The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.

If you want to make a complaint, you'll find helpful information at: [bankofscotland.co.uk/contactus/complain](https://www.bankofscotland.co.uk/contactus/complain)

To speak to us, call: **0800 072 8668**, or from abroad **+44 (0)131 278 3729**. Adviser service: 24/7.

You can also visit us in branch.

Bank of Scotland plc. Registered in Scotland No. SC327000.
Registered Office: The Mound, Edinburgh EH1 1YZ. Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: www.lendingstandardsboard.org.uk

Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.

This information is correct as of August 2023.

1/4510224-0 (08/23)

