Coutts Crown Dependencies

ONLINE SERVICE TERMS AND CONDITIONS

Coutts
Crown Dependencies

ONLINE SERVICE TERMS

These **Online Service Terms** form part of the contract between you and us, The Royal Bank of Scotland International Limited trading as Coutts Crown Dependencies and are in addition to all existing Account Terms and Conditions and apply when you use our Online Service which is available by accessing **couttscrowndependencies.com** or via our **Mobile App** (downloaded to your mobile device).

This Agreement relates solely to the provision and operation of the Online Service and explains your and our rights and responsibilities in respect of the use of the Online Service.

For any assistance with the Online Service please call the Digital Helpdesk on +44 (0)1534 282848. Support is available during normal working hours.

Introduction

i. Jersey law applies to the contract between you and us. The law which we take as the basis for establishing relations with you prior to the conclusion of the contract is the law of Jersey. The courts of Jersey shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by any other means.

ii. If we have a valid reason for doing so, we may change the terms of our agreement with you by notifying you personally with not less than 60 days' notice before the change comes into effect. This will be done by writing to you at the last address you provided to us for this purpose, or by telephone, text message, email, or secure message to your inbox in online banking, or any other form of communication we agree, including through third parties.

1. How the Online Service Terms apply to different Clients

A. Private Clients

1.1 A Private Client is an individual not acting in a business capacity. If you have a Joint Account which allows us to act on the instructions of any one account holder, this can be added to the Online Service. Where instructions must be given jointly, or there is any future indication that instructions must be given jointly, Online access will be limited to 'Read Only'.

B. Non Personal

1.2 A Non Personal Client is any client acting in a business or non personal capacity. This includes companies, partnerships, trusts, unincorporated bodies and sole traders.

C. Appointment of User(s)

1.3 You may wish to authorise another person or persons as a **User** to give instructions on your account, make payments and to access and use the Online Service on your behalf. Otherwise a User can be given 'Read Only' access.

D. User access

1.4 You must ensure that any User complies with the Agreement and with all applicable laws, rules and regulations in relation to the Online Service. You are responsible for their instructions and transactions and references to 'you' in relation to the operation and use of the Online Service, includes other authorised Users.

1.5 You must use a separate email address for each User.

1.6 If a User has 'Read Only' access rights, the extent of that User's ability to use the Online Service will be limited to viewing information only, with no power to give instructions and perform transactions.

2. Use of the Online Service

2.1 You authorise us to accept and act on your instructions whether given by you or another authorised User and to pay to and from the account(s) any amounts involved when the transaction is authenticated through any required security procedure.

2.2 Access to the Online Service is at our discretion.

2.3 Whilst we will make reasonable efforts to provide the Online Service, we do not guarantee the continuous availability of the Online Service and we give no

guarantees as to its speed, 'look and feel' or accessibility. We are not liable for any failure of the Online Service to provide information related to your account(s) or failure to provide updates to information on a 'real-time basis'. The balance shown on an account may reflect uncleared credits so that the funds may not be available for payments to be made.

2.4 When you are logged on to the Online Service, you must not leave the device (for example the mobile phone or computer) you are using unattended and you must make sure that any information stored or displayed on your device is kept secure. If you dispose of your device you must completely delete the app you use to access your account.

2.5 You need to be aware that if you give your online banking log in details to a third party provider, we are not responsible for what they do with your details or account information.

2.6 We may reject an Online Service user name if, in our reasonable opinion, it is inappropriate.

2.7 It is your responsibility when in countries outside Jersey to ensure that the use of the Online Service is not prohibited by local laws and regulations.

2.8 Information relating to investment account(s) may be updated on a daily (or in some cases, less frequent) basis and we do not therefore give any warranty as to the frequency of the updates of the Account information.

2.9 We shall not be held responsible for the accuracy and/or completeness of the Online Service, the Website or the Account information, which are provided to you on an 'as is' and 'as available' basis at your sole risk and without representations or warranties of any kind.

3. Security

3.1 Whilst we use all reasonable endeavours to monitor and maintain the security of the Online Service, we cannot guarantee absolute security.

3.2 Your Security Codes and Security Devices are used to gain access to the Online Service. The Security Codes and Security Devices should not be kept together. Your Security Code is the security code you use when accessing the Online Service. Your Security Devices include any device provided to you as part of the Online Service such as a card reader or smartcard or any other device as agreed between you and us.

3.3 You must:

3.3.1 keep your Security Codes and operation/details of the Online Service safe at all times;

3.3.2 take care that only persons authorised by you can use the Online Service on your behalf;

3.3.3 keep your mobile device and any mobile passwords which you use to access or authenticate the Online Service secure and take reasonable steps to prevent unauthorised use;

3.3.4 take reasonable steps to prevent unauthorised use of your Security Codes and Security Devices;

3.3.5 control and monitor the use of the Online Service to prevent unauthorised or erroneous instructions and to minimise the risk of fraud; and

3.3.6 maintain and keep up-to-date your own hardware, ensure you use supported and up-to-date browsers and take appropriate measures to prevent contamination by viruses or similar threats.

3.4 You must contact our Digital Helpdesk without undue delay if you suspect or believe that:

3.4.1 someone has knowledge of or access to your Security Codes without your consent;

3.4.2 any Security Device is lost, misused or stolen;

3.4.3 there has been any unauthorised use of the Online Service;

3.4.4 there has been a failure or delay in our receiving any instruction or you know or suspect a programming or transmission error, defect or corruption in any instruction; or

3.4.5 your information on the Online Service is incorrect.

3.5 You are responsible for the security of any data which you download from the Online Service.

3.6 We do not guarantee that the Online Service is free from viruses or other security risks. We will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.

3.7 If we suspect or become aware that your account may be subject to fraud or security threats, we will contact you via the contact number we have registered with us. You will be contacted on this number by our fraud team or your Private Banker (during working hours on a Business Day).

3.8 If information accessed or received through the Online Service is not intended for you, please:

3.8.1 immediately notify us;

3.8.2 do not access the information further and immediately delete it; and

3.8.3 keep the information confidential.

3.9 We may amend access rights or block access to the Online Service at any time without notice, if we believe that your, or a User's, security is at risk. You can contact us at any time to unblock restrictions to the Online Service.

4. Instructions to us

4.1 We will not accept instructions made through the Online Service which specify any conditions, for example, that require us to act if an exchange or other rate reaches a certain level at a specified time.

4.2 We cannot guarantee receipt of instructions through the Online Service.

4.3 Instructions can only be cancelled or amended if we have not already acted on your instruction.

4.4 If you do not supply the correct account and receiving bank details (account number and sort code in the UK, or International Bank Account Number (IBAN) and (in some cases) Bank Identifier Code (BIC) for overseas payments), even if the correct intended payee name has been provided, the funds being transferred may not be recoverable.

4.5 Any confirmation that a payment should reach the payee's bank by a certain date is no guarantee that the funds will be available to the payee by that date.

4.6 We may make further enquiries with respect to any instruction received. Until we are able to verify an instruction, the transaction may be delayed.

4.7 We may reverse any payment or other step taken in reliance on an instruction made using the Online Service when, in our reasonable opinion, the circumstances so require. You can obtain information about the reversal and, if legally possible, our reasons by telephone.

4.8 Adding additional accounts to the Online Service:

4.8.1 If you are a Private Client, all current, investment and deposit accounts you hold in your sole name will be automatically added to your online banking profile. You can ask us to remove any accounts that you do not wish to be included by contacting the Digital Helpdesk. If you also hold a joint account where any one party can sign on the bank mandate then this will also be added with full online banking access. Should the joint account require more than one party to sign, then all parties' signatures will be required and the read only version of the service made available. Any third party accounts will only be added to your online banking profile if all account holders agree.

4.8.2 If you are a Non Personal Client, you can ask us to add additional accounts to your online banking profile, which we may do at our discretion.

4.9 Further details on instructions (including hours of operation, IBAN numbers, cut-off times and delay in acting on instructions) can be found in the applicable Conditions of Use document or at couttscrowndependencies.com/help.

5. Mobile App

5.1 When you access the Online Service via the Mobile App we automatically give you a non-transferable, non-exclusive right to use the Mobile App (the Licence) provided that you agree to the following:

5.1.1 You can only use the Mobile App to receive the Online Service on a registered device belonging to you or under your control. You'll need to register each additional or replacement device separately.

5.1.2 If you are a Non Personal Client, the Mobile App will be available to other Users that you grant permission to.

5.1.3 You may only download and use the Mobile App for the sole purpose of receiving the Online Service.

5.1.4 The right to use the Mobile App is given only to you and you must not give any rights of use or other rights in respect of the Mobile App to any other person or organisation.

5.1.5 You must not copy, reproduce, alter, modify or adapt the Mobile App or any part of it.

5.1.6 You must not analyse or reverse engineer the Mobile App or any part of it.

5.1.7 You must not remove or tamper with any copyright notice attached to or contained within the Mobile App and you agree that all ownership of the App, including all relevant intellectual property rights, remains with us.

5.2 The Licence includes the right to use any future updates to the Mobile App that we make available to you.

5.3 We're solely responsible for the Mobile App and its content. If you have any questions or complaints or need any support in relation to the Mobile App please contact the Digital Helpdesk or go to couttscrowndependencies.com/help.

5.4 The Licence will terminate automatically if the Online Service is cancelled or terminated for any reason. In addition, we may terminate the Licence with immediate effect if you fail to comply with any term or condition of the Licence or these Online Service Terms.

5.5 If any third party claims that the Mobile App infringes their intellectual property rights, we'll be solely responsible for dealing with the claim.

5.6 We'll assume that you've accepted the terms of the Licence by installing the Mobile App on your device and the Licence will terminate if you cancel the Online Service and/or delete the Mobile App or if we end your use of the Online Service. If the Licence is terminated for any reason you must uninstall the Mobile App and destroy all copies of it.

5.7 To the fullest extent permitted under applicable law, we exclude all representations, guarantees and warranties of any kind (whether express or implied) in connection with the Mobile App.

6. Online Messaging

6.1 Online Messaging is any messaging service available within the Online Service. You must not use Online Messaging:

a) to request or instruct payments to be made;

b) for time-critical or time-limited messages (eg time-critical stock exchange or payment orders, rate sensitive payment instructions, blocking of cards or other services); or

c) to save individual messages to comply with any legal archiving obligation. Any option to save messages in Online Messaging will be temporary and limited in size.

6.2 Where you receive any attachment from us please note all information in the attachment is based on information we hold and we accept no responsibility for the accuracy of this information if it is amended or edited by you or any other person.

7. Charges

While we do not charge for the Online Service, the usual charges for the operation of the account(s) as set out in the Banking Services, Dealing & Custody Fee Tariff apply.

8. Liability

8.1 We are not liable for any loss arising from any cause beyond our control or arising from any of the following, unless caused by our or our third party suppliers' negligence, fraud or wilful default:

8.1.1 unauthorised access to any confidential information accessible via the Online Service, your Security Device and your mobile device;

8.1.2 disruptions to the Online Service;

8.1.3 any malfunction of your equipment or the provision of services from your internet service provider;

8.1.4 if you have failed to take appropriate measures to prevent contamination of your equipment by viruses or similar threats; or

8.1.5 security related information or advice provided by us.

8.2 If an unauthorised payment has been taken from your account via the Online Service you should notify us as soon as possible and:

8.2.1 if you are a Private Client, the Private Client Conditions of Use set out our and your liability.

8.3 If you are a Non Personal Client:

8.3.1 We are not liable for any loss or damage suffered (including any indirect or consequential loss such as loss or compromise of data, reputational loss, loss of business, loss of revenue, goodwill or anticipated savings), except where caused by our or our third party suppliers' negligence, wilful default or fraud.

8.3.2 You are liable for all costs (including the costs of taking legal and other professional advice), expenses, losses, liabilities, damages or claims incurred or suffered by us arising from or in connection with our provision, and your misuse (or misuse by anyone authorised by you), of the Online Service, where there is no negligence, wilful default or fraud by us or our third party suppliers.

8.4 If you fail to notify us either through the Digital Helpdesk, or your Private Banker, that you suspect or believe that your information on the Online Service is incorrect you will be liable for any unauthorised payments until you notify us. Where you have acted fraudulently, you will be liable (and will continue to be liable) for all losses incurred even after you have notified us.

8.5 We are not liable for any loss or damage occurring as a result of a breach of confidentiality through the use or misuse of the Online Service by you or a User.

9. Storage of data

We may delete statements, messages (whether opened or unopened) and other data, regardless of which folder they are in, after ten years from the date of creation. If the data is important to you, you should print it or save it to your own equipment.

10. Termination and suspension

10.1 You can cancel these Online Service Terms at any time by contacting us and you will then cease to have access to the Online Service.

10.2 We may end the Online Service on at least 60 days' notice.

10.3 We may suspend, terminate or restrict the use of the Online Service or any part of it, without notice, where:

a) we have reasonable grounds to suspect that your Security Codes have not been kept safe;

b) we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Codes;

c) it is required for maintenance or security purposes;

d) we reasonably believe that you are not meeting your obligations under the Agreement;

e) we consider it appropriate for your protection;

or

f) the Online Service has not been accessed in the last 12 months.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

10.4 On termination of the Online Service:

10.4.1 we may act on instructions received before the date of termination;

10.4.2 you must return to us within 14 days, any Online Service material and Security Devices we supplied.

11. Entire Agreement

11.1 All implied terms in relation to your use of the Online Service are excluded.

11.2 Except as set out in these Online Service Terms, you do not have any rights against us in relation to, and have not relied on, any oral or written representation, warranty or collateral contract made before you entered into these Online Service Terms. Nothing in the Online Service Terms excludes liability for fraudulent misrepresentation, death or personal injury.

12. Communications

12.1 You can choose to 'go paperless' (receive online statements and/or other documents) as part of the Online Service. You will then no longer receive paper statements and/or other documents by post.

12.2 If you go paperless you accept that any Joint Account holder or User with access to your account who currently receives paper statements etc will no longer receive them. Anyone with authority on your account(s) will not be notified that paper statements and/or other documents have been turned off. If you cancel the Online Service, you will automatically start to receive paper statements and/or other documents for sole accounts in your name. For joint accounts, statements and/or other documents will continue to be received paperless until all parties opt out or cancel their Online access.

12.3 If you switch on alerts in the Online Service, you can receive an email or text message notifying you when your statements and/or other documents are available to view online.

12.4 You should log onto the Online Service regularly to access your statements and/or other documents and ensure you see any notifications or information from us.

Your information

We will use your information in accordance with the clause headed 'Your Information' which forms part of the Conditions of Use agreement with us. As well as our Privacy Notice available at couttscrowndependencies.com/privacy notice. If you require a copy of that clause, please contact your Private Banker. In this clause, 'you' and 'your' extends to any individual who has supplied us with personal information in relation to the Account(s). When we use and share personal and financial information, we do so on the basis that we have a legitimate interest to prevent fraud and money laundering, to manage our risk and to protect our business and to comply with laws that apply to us (including verifying your identity and assessing the suitability of our products).

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Our services are not offered to any person in any jurisdiction where their advertisement, offer or sale is restricted or prohibited by law or regulation or where we are not appropriately licensed.

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