

Ulster Bank OneCard (Charge Card facility)

Terms and Conditions

Credit Agreement regulated by the Consumer Credit Act 1974

This is the **OneCard Charge Card Agreement** between us, National Westminster Bank Plc, trading as Ulster Bank, Commercial Cards Division, PO Box 244, Belfast BT2 7AY whose Head Office is at 11-16 Donegall Square East, Belfast BT1 5UB and you the Business signing the application form.

KEY FINANCIAL INFORMATION					
A. Business Credit limit	We will set your business credit limit from time to time and tell you what it is. We will set a Cash Advance Limit from time to time and will notify you of the applicable Cash Advance Limit.				
B. Repayments	Each month you must pay the full amount outstanding on the Business Account by the Payment Due Date. This Payment Due Date will be the Grace Period you have chosen or the Bank has notified from the Statement Date (see condition 3.1). A payment due on a non Business Day, will be payable on the next Business Day. Your first monthly Statement will normally be produced within one month of using the Business Account.				
C. APR	The APR applicable to your Agreement was the APR shown at the time the original Agreement was entered into.				
OTHER FINANCIAL INFORMATION					
D. Total charge for credit	Information about the Total Charge for Credit which may have been given to you when you entered into this Agreement provided an illustration of the total amount of charges you may have had to pay assuming you used your card in a particular way. The total charges you are now paying may depend upon your Business Account usage. The charges that you pay (in addition to other charges set out in the Agreement) are the fees outlined below:				
Grace Period	7 days	14 days	21 days	25 days	28 days
Total Charge for Credit	£32	£113	£131	£140	£158
Which comprises the following amounts:					
Grace Period Fee	£0	£81	£99	£108	£126
Annual Card Fee	£32				

E. Interest Rates and Payment Allocation

If you repay the full amount outstanding on the Business Account by the Payment Due Date (see Section B opposite), the Bank will not charge you any interest. If you do not pay the full amount outstanding on the Business Account by the Payment Due Date, we will charge interest on the outstanding balance (excluding sums on which interest is not charged – see below) at an annual rate of 19.2% p.a. (variable) on Cash Advances and on Purchases from the day after the Payment Due Date until full repayment is made to the Business Account. Interest on interest and charges is payable at the same rate as applies to the Transaction or item to which that interest or charge relates and from the day the interest or charges are debited to the Business Account.

If interest becomes payable, interest is charged and calculated on the daily average balance for the Statement period and the interest charge is applied to the Business Account on the next Statement Date. Interest is not charged on Administration Fees or other fees which we may apply to your Account because you are in breach of this Agreement. Payments received by the Bank are applied to Transactions or items applied to the Business Account in the following order:

- towards interest, fees and charges shown on the Statement before those not shown as follows:
 - to interest charges;
 - to Annual Card Fees;
 - to Administration Fees or other fees which may be applied to the Account because the Business is in breach of the Agreement; and
 - to other fees and charges;
- towards repayment of all Purchases shown on any Statement;
- towards repayment of all Cash Advances and shown on any Statement;
- towards repayment of all Purchases made but not yet shown on any Statement; and
- towards repayment of all Cash Advances and made but not yet shown on any Statement (See also Condition 3.1).

F. Changes to this Agreement

We may from time to time change what we will charge you under this Agreement and other terms. We will give you at least two months' notice of any such changes (see also condition 14.2).

In calculating the APR no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.

KEY INFORMATION	
G. Other charges	<p>We will charge you:</p> <ol style="list-style-type: none"> 1) £10 Administration Fee if the full contractual re-payment is not received by the Payment Due Date or is returned unpaid; 2) interest on the outstanding balance (except items on which interest is not charged but a fee is payable as set out in Section G.1 above) if unpaid by the Payment Due Date (see Section B overleaf) at an annual rate of 19.2% p.a (variable) in respect of Cash Advances and Purchases and until paid in full; 3) an administrative charge for ancillary services (such as providing duplicate statements as stated in Condition 5.4(e) of the General Terms); 4) a foreign exchange commission fee of 2.75% of the transaction amount on each transaction that is not in Sterling (including the purchase of foreign currency); 5) on Cash Advances, a Cash Handling Fee which is 2% of the transaction amount (minimum charge £2); and £32 Annual Card Fee for each additional OneCard we provide.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when it was made. If they were not, the Bank cannot enforce this agreement without a court order. The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) You can settle this agreement in part at any time by giving notice and paying off some of the amount you owe.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF THE CARD

If your Card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc.

This Charge Card Agreement comprises the sections A to G above together with the **OneCard** General Terms. You can request a copy of the Agreement at any time during the duration of the Agreement. Note that the terms of the agreement do not comprise information that is included in the agreement because it is required by law and which simply provides you with statutory information (such as the APR, the Total Charge for Credit and any notices relating to your statutory rights). The Business can request a copy of this information at any time during the duration of the Agreement.

The statutory notices and references to the Consumer Credit Act 1974 are only applicable to agreements governed by the Act and are not therefore relevant to:

- (i) limited companies;
- (ii) partnerships with 4 or more partners;
- (iii) partnerships of 2 or 3 partners all of whom are incorporated; or
- (iv) sole traders or partnerships of 2 or 3 partners (not all of whom are incorporated) where the credit limit exceeds £25,000 and the Bank expects the Business to draw down on an amount of credit exceeding £25,000 at any time during the life of the Agreement.

OneCard General Terms

Definitions

“Account” means the account which the Bank opens and maintains for each Card to be used and each reference to an **“Account”** or **“the Account”** includes all **“Accounts”**;

“Additional Card” means any Card subsequently added to the Business Account after the making of the Agreement;

“Additional Features” means any additional products or services which the Bank may offer or make available to the Business and/or Cardholders subject to such terms and conditions as notified to the Business and/or the Cardholder from time to time;

The **“Agreement”** means the Agreement between the Bank and the Business and which comprises the Application Form, any Cardholder Application Forms and any other document(s) which the Business is required to execute for the provision of the Card Facility and the Smart Data Online Services, these General Terms and any changes or amendments to them as notified by the Bank to the Business from time to time;

The **“Annual Card Fee”** means the annual fee for each Card which is charged for each year or part of a year during which an Account is maintained. This fee is charged at Business Account opening and yearly thereafter;

The **“Application Form”** means the “Application and Agreement Form” that the Business has completed in respect of its application for a Card Facility;

“APR” means the cost of credit calculated on an annual basis under the Consumer Credit Act 1974;

“Authorised Signatory” means any person who the Business have advised the Bank are authorised to sign on behalf of the Business including, where relevant the Programme Co-ordinator;

The **“Bank”** means National Westminster Bank Plc, trading as Ulster Bank;

The **“Business”** means the person entity or body who entered into this Agreement and it includes any corporate body including a Limited Liability Partnership, an Individual and any non-corporate body including a Sole Trader, Partnership, Association, Charity, Club or Society;

The **“Business Account”** means the account opened and maintained by the Bank in the name of the Business;

The **“Business Credit Limit”** means the maximum amount of credit which the Bank agrees to provide to the Business;

“Business Day” means a day (other than a Saturday or Sunday or a national holiday) when the Bank is ordinarily open for business in the city of London;

The **“Card”** means any Ulster Bank Mastercard **OneCard** provided under this Agreement and any reference to **“a Card”** or **“the Card”** means all Cards;

The **“Card Facility”** means the credit facility provided by the Bank under the Agreement whereby credit is provided through the use of the Cards;

The **“Cardholder”** means the officer or employee of the Business authorised to receive a Card on behalf of the Business, as notified to the Bank on the Application Form and/or Cardholder Application Forms;

“Cardholder Application Form” is the form used by the Business to request the issue of a Card to the person nominated on the form being an officer or employee of the Business;

The **“Cardholder Credit Limit”** means the maximum debit balance which is allowed on an Account as agreed between the Bank and the Business;

“Cardholder Maintenance Request” means any advice, request, instruction or communication which is received by the Bank through the Smart Data Online System or otherwise relating to the Smart Data Online System or the Smart Data Online Services;

“Cash Advances” means the use of a Card to withdraw cash from cash machines or over the counter or the purchase of foreign currency;

“Cash Handling Fee” means the fee levied for the use of a Card to obtain a Cash Advance;

“Documentation” means any Documentation provided by the Bank or otherwise available on request (including any business guides or Cardholder Maintenance Guides) which describes the Smart Data Online System and/or the Smart Data Online Services;

The **“Effective Date”** means the date of the Agreement;

“General Terms” means these terms and conditions and any amendments to them as notified by the Bank to the Business from time to time;

The **“Grace Period”** means the number of days between the Statement Date and the Payment Due Date;

“Mastercard” means Mastercard International Corporation, the payment scheme network (and, where relevant any other companies which are part of Mastercard's group of companies);

The **“Payment Due Date”** means the date by which payment must be received and is the Statement Date plus the number of days in the Grace Period;

“Password” means the Password chosen by You and Your Cardholders for use with the Card which is requested by the Bank as a means of identification when You and Your Cardholders call the **OneCard** Helpline number and the Password the Business and the Cardholders will use when making Transactions on the internet;

“PIN” means the Personal Identification Number that the Bank issues for use with a Card;

“Programme Co-ordinator” or **“Point of Contact”** means any person who the Business have advised the Bank is authorised to make administrative changes in respect of Accounts, including requesting changes to Cardholder Credit Limits;

“Purchases” means the use of a Card to purchase goods or services whether in person, by mail order, over the telephone, over the Internet or such other means as is permitted from time to time;

“Recurring Transaction” means a payment made in connection with an agreement between the Business and a merchant whereby the Business has authorised the merchant to bill the Card account on a continued, periodic basis (such as monthly, quarterly, or annually) without specified end date. Each payment may be for a variable or fixed amount;

“Smart Data Online Services” means the provision of any electronic management information and related services supplied by the Bank via (or initiated via) the Smart Data Online System from time to time, as further described in the Documentation;

“Smart Data Online System” means the electronic information management system (as amended from time to time) as further described in the Documentation, which is made available by the Bank to the Business;

“Smart Data User(s)” means any of the Business' employees or agents (including any Cardholders) whom from time to time the Business appoints to use the Smart Data Online System and/or the Smart Data Online Services;

“Status Enquiry Authority” means the form completed by the Business which authorises the Bank to undertake the necessary checks to establish credit worthiness;

“Transactions” means Cash Advances and/or Purchases;

“User” means any official or employee who is authorised by the Business to use a Card issued by the Bank in his or her name.

1 Issue of Cards

- 1.1 When the Business enters into this Agreement, the Bank agrees to issue a single Card to the Business for use with the Business Account. The Business may apply for the Bank to issue Additional Cards to nominated Cardholders named in the Application Form or at any time nominated by the Business. The Bank may at its sole discretion choose whether or not to issue an Additional Card to a nominated Cardholder. The Business authorises the Bank to issue Cards and a PIN to a nominated Cardholder. Each Cardholder is authorised by the Business to use the Card and authorise Transactions on the Business' behalf which the Business is liable for.
- 1.2 Each Card and the related PIN and Passwords will be issued by the Bank to the Business in accordance with these General Terms, and will bear the name of the Cardholder and the name of the Business. Each Card may be used only by the Cardholder named on it.
- 1.3 The Bank may at any time (and in accordance with such notice as may be required under this Agreement or by statute) and without affecting Your obligations under this Agreement which shall remain in force, terminate, suspend or restrict a Cardholder's use of a Card or refuse to issue or replace a Card and/or reduce any agreed Cardholder Credit Limit, Business Credit Limit, and/or Cash Advance Limit if it reasonably considers it necessary for reasons relating to the following:
 - (a) the Bank is concerned about the security on the Business Account;

- (b) the Bank suspects that a Card or the Business Account and/or any Account is being used or might be used in breach of the Agreement or in an unauthorised or fraudulent manner;
 - (c) if there is a change in the Business' financial circumstances giving the Bank reasonable grounds for believing there to be a significant risk that the Business will have difficulty paying the Bank including in the circumstances set out in Condition 3.5(a) – 3.5(g).
- Prior notice will be given to the Business by the Bank before it takes any action unless it is unable to do so or it would be illegal or would compromise security of the Business Account, in which case it will inform the Business afterwards. Suspension or termination of the Card(s) or Account will not affect the Business' obligations under this Agreement which shall continue in force.
- 1.4 The Bank may at any time refuse to authorise a Transaction for any of the following reasons:
- (a) any of the reasons set out in Condition 1.3;
 - (b) if there is insufficient credit available on the Account to cover the amount of the Transaction;
 - (c) in the event of systems or software failures or errors;
 - (d) the Bank considers the Transaction to be potentially suspicious or illegal, for example, if the Bank suspects fraud or the identity of the person using the Card;
 - (e) errors, failures or refusals by merchants, payment processors or payment schemes processing Transactions;
 - (f) if the Business has requested some form of restriction to be placed on a Card or on Transactions;
 - (g) the merchant involved falls within a category that we have determined poses a high risk of not providing the goods or services you are expecting, or we determine that the transaction falls within a category that poses a high risk of financial loss to our customers.

1.5 If the Bank refuses a Transaction, it will notify the Business at the point of the transaction orally or in writing depending on the nature of the transaction being made. The Business may find out the reasons for the refusal and correct any information we hold which may have led to the refusal by telephoning 0345 300 7295 (Monday to Friday, 8.00am to 6.00pm, Saturday 9.00am to 1.00pm).

1.6 Without prejudice to Condition 2.6(c), the maximum debit balance allowed on each Account is the Cardholder Credit Limit. The maximum debit balance allowed on the Card Facility is the Business Credit Limit as notified by the Bank from time to time. Unless agreed otherwise, the Bank may allow the Cardholder Credit Limit to be exceeded as long as the Business Credit Limit is not exceeded.

1.7 The Bank may restrict the proportion of the Business Credit Limit which may be used as Cash Advances. If the Bank does this, it will inform the Business. The Bank may also restrict the amount the Business may draw as Cash Advances within any one 24 hour period.

1.8 The Business or a Cardholder can give instructions through third parties that the Business or a Cardholder has authorised to act on their behalf, for example third party providers (like account aggregator services).

2 Use of Cards

Authorising Transactions

2.1 A Transaction will be regarded as authorised by the Business where the Business or a Cardholder:

- (a) authorises the transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
 - entering the PIN or providing any other security code;
 - signing a sales voucher;
 - providing the Card details and/or providing any other details requested;
 - waving or swiping the Card over a card reader.

The authorisation of a Transaction can include authorising any single Transaction, a series of Recurring Transactions (including Transactions for an indefinite period), or pre-authorising a future Transaction of a certain or uncertain amount.

- (b) inserts a Card and their PIN and makes a request for a Cash Advance at an ATM or at any bank counter; or
- (c) orally or in writing provides the Card details to the Bank or the Bank's representative and requests a Balance Transfer, Cash Advance or money transfer from the Account.

2.2 In the event that a Transaction has not been authorised, the Business or Cardholder may authorise a Transaction after it has been made by providing its consent to the Transaction orally or in writing.

2.3 Authorisation for a Transaction may not be withdrawn (or revoked) by the Business or the Cardholder after the time it is provided by the Cardholder. However, the following Transactions may be withdrawn at a later date as follows:

- (a) any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn so long as notification was provided no later than close of business on the Business Day before it was due to take place; or
- (b) Recurring Transactions may be withdrawn if they are to occur after the date of withdrawal.

2.4 The Business or a Cardholder may sometimes use a Card to authorise a payment where the amount that is to be paid is not known for example when checking into a hotel or hiring a car. If this happens the Business or a Cardholder should be asked to confirm the exact amount that will be blocked on the Account. If the Business or a Cardholder has agreed that an exact amount can be blocked, the Bank will reduce the available funds and that amount will not be available for use. Once the Bank becomes aware of the amount of the transaction, the Bank will restore the available funds. If the Business or a Cardholder makes the payment using a different card or payment method, the Bank will not know that payment has been made and it may take the Bank longer to restore the available funds, but the Bank will usually release the blocked funds after 7 days.

2.5 If a Transaction is authorised by the Bank, that Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit and the Business Credit Limit. Funds to cover authorised Transactions received by the Bank will be paid over to the merchant acquirer by the next business day following receipt by the Bank of the instruction to make payment and may take an additional day if authorised using a paper based authorisation process.

2.6 A Transaction (the payment order) will be received as follows:

- (a) for Purchases and ATM transactions, at the time the Bank receives the Transaction instruction from the merchant acquirer or ATM operator; and
- (b) for any Transaction communicated directly to the Bank, at the time the Business ask the Bank to complete the Transaction. If a Transaction is received after 6pm, the Transaction instruction or request will be deemed to have been received by the Bank on the following Business Day. The receiving bank account is usually credited on the day that the Business Account is debited (and in any event within 1 Business Day following receipt by the Bank of the payment instruction and may take an additional day if authorised using a paper based authorisation process).

Cardholder Card Usage

2.7 The Business undertakes that each Cardholder will:

- (a) sign the Card bearing his/her name immediately upon receiving it and will not use that Card nor part with possession of it before signing it;
- (b) not disclose the number appearing on the relevant Card to any third party except for the purpose of a Transaction in connection with the use of the relevant Card or of notifying the Bank of the loss, theft or possible misuse of the Card;
- (c) not exceed the Cardholder Credit Limit for the Card as notified to the Business by the Bank from time to time;
- (d) not use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to the Business either by the Bank, or by a person acting on behalf of the Bank and not use the Card before or after the time that the Cardholder is authorised to be a Cardholder by the Business or after the time that such authority has been terminated;
- (e) use the Card as the agent of the Business;
- (f) use the Card for the purposes of the Business only and not for any personal spending;

- (g) adhere to these General Terms and any variations, additions or amendments as notified to the Business or the Cardholder by the Bank from time to time;
 - (h) if a PIN is issued with the Card, memorise the PIN, avoid recording the PIN in a way that might be recognised by someone else and will not disclose the PIN to any person;
 - (i) ensure the PIN and any Passwords are not made known to any unauthorised person. If the Business or a Cardholder gives their online password and log in details to a third party provider, the third party provider will be able to see and do anything on the Business or Cardholder's account that the Business or Cardholder can. The Bank is not responsible for what the third party provider does with the Business or Cardholder's details or account information; and
 - (j) not use the Card to carry out Transactions for illegal purposes.
- (b) the amount of the Transaction shown in the currency in which the transaction was paid or debited to the Business Account;
 - (c) the amount of charges for the Transaction and the interest payable;
 - (d) any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made; and
 - (e) the date the Transaction is authorised and posted on to the Business Account.

2.12 Statements will be provided either by post or by electronic means.

2.13 Some services let you create a digital copy of your card (for example, by adding your card to your mobile device to make contactless mobile payments or by saving your card details online to let you make payments more quickly). If you use your card in this way, any payments will be treated as if you used the physical card.

Business Obligations in relation to Cards

2.8 The Business undertakes that it will:

- (a) notify the Bank immediately if any Cardholder ceases to be an Authorised Signatory, or leaves the Business, or if the address of the Business changes; and
- (b) meet all expenditure and other charges and interest incurred through the use of all Cards issued to it by the Bank, unless a refund is lawfully due, including where the Cardholder Credit Limit and/or the Business Credit Limit may have been exceeded or the Cardholder continues to use the Card after the Bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or the Cardholder uses the Card in breach of their obligations to the Business;
- (c) maintain an internal policy or other guidance requiring Cardholders to use Cards for the purposes of the Business only and not for any personal spending;
- (d) adhere to these General Terms and any variations, additions or amendments as notified to the Business from time to time; and
- (e) notify the Bank without undue delay (and within a maximum of 13 months after the date the Transaction is debited to the Account) where the Business knows or suspects a payment has been wrongly executed or executed late.
- (f) make sure Account details are put into and only used through merchant booking tools which offer appropriate security in accordance with payment card industry – data security standards and appropriate protection for data in accordance with the general data protection regulation.

2.9 The Business may be entitled to claim a refund in relation to Transactions where:

- (a) a Transaction was not authorised under this Agreement;
- (b) the Bank is responsible for a Transaction which was incorrectly executed and the Business or Cardholder notified the Bank in accordance with Condition 2.7(d);
- (c) a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than the Cardholder could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction. A claim for a refund in these circumstances will not be accepted if:
 - the amount of the Transaction was made available to the Business or Cardholder at least 4 weeks before the Transaction date; or
 - it is made more than 8 weeks after being debited to the Account.

2.10 All Transactions will be debited to the relevant Account and to the Business Account and a statement showing Transactions charged to the Business Account and any interest or charges incurred will be sent to the Business once during each month (the "Statement"). The Business will examine the Statements carefully upon receipt, and contact the Bank as soon as possible, preferably within four weeks, with any queries.

2.11 The Statement will show:

- (a) information relating to each Transaction which will enable it to be identified;

3 Payment by the Business

3.1 The Statement will constitute a proper demand for payment. Payment of the full amount required that month shall be made by the Business by a single payment within the number of days from the date of the Statement (the "Statement Date") as is agreed between the Bank and the Business and as indicated on the Application Form or as notified by the Bank to the Business in accordance with Condition 11.1 (the Grace Period) and, for the avoidance of doubt, by no later than the Payment Due Date. The Bank will send a Statement to the Business once during each month except where there has been no movement on the Business Account during the period to which the Statement relates and the balance of the Business Account is nil. The Business is required to pay, without further demand being made, any arrears from previous Statements. The Bank may include the amount of any arrears in Statements and arrears may be added to the amount required that month to show the total amount you must pay to the Bank. Any payment the Bank receives (or part of it) will be treated as paying off any arrears on your Business Account before being treated as paying sums due from your most recent Statement.

3.2 On or before the Payment Due Date the Business must repay the full amount outstanding on the Business Account.

3.3 The Business shall make the payment by presenting to its bank a request for payment by direct debit and irrevocably authorising its bank to pay all such requests upon presentation.

3.4 Payments received by the Bank will only be treated as having been made when cleared funds have reached the Business Account and will be applied to the Transactions or items applied to your Business Account in the following order:

- (a) towards interest, fees and charges shown on the Statement before those not shown as follows:
 - to interest charges;
 - to Annual Card Fees;
 - to Administration Fees or other fees which may be applied to the Business Account because the Business is in breach of the Agreement; and to other fees and charges;
- (b) towards repayment of all Purchases shown on any Statement;
- (c) towards repayment of all Cash Advances shown on any Statement;
- (d) towards repayment of all Purchases made but not yet shown on any Statement; and
- (e) towards repayment of all Cash Advances made but not yet shown on any Statement.

3.5 The whole of the outstanding balance on the Business Account together with any interest and charges and the Annual Card Fee (if outstanding in whole or in part) shall become immediately due and payable without demand or notice from the Bank subject to any statutory regulations if:

- (a) the Business becomes unable to pay its debts within the meaning of article 103 or 242 of the Insolvency (Northern Ireland) Order 1989; or

- (b) in the case of a company, any step is taken by any person with a view to the appointment of an administrator, whether out of court or otherwise, in relation to the Business or a resolution is passed or a petition or application is presented to the court for the winding up or administration of the Business or for any form of moratorium or the Business passes a resolution for voluntary winding up (otherwise than for the purpose of reconstruction while solvent); or
- (c) in the case of a partnership, the partnership is dissolved; or
- (d) in the case of a Trust, Council or similar organisation, the Business is dissolved (other than under a bona fide amalgamation scheme where the liabilities of the Business are transferred to a successor authority or body); or
- (e) the Business compounds with or enters into any arrangement with creditors; or
- (f) any distress, execution or diligence is levied or threatened to be levied upon any of the property or assets of the Business; or
- (g) a receiver or an administrative receiver is appointed over any of the property or assets of the Business or the Business suffers a judgment or decree to be taken against it and such judgment or decree remains unsatisfied for 14 days.
- 3.6 The Business agrees that the Bank may at any time disclose any information regarding the Business Account of any Account to any party involved in processing Transactions or otherwise fulfilling the Bank's obligations under the Agreement or to Mastercard or to any body who provides a service to the Bank or to customers of the Bank for the purpose of enabling it to provide such services and for no other purpose whatsoever providing that any such body agrees to keep all information received confidential and secure.
- 3.7 If when the Business opened its Business Account the Bank activated an option which sent statements to Cardholders in respect of Transactions incurred on each Account and enabled payment to be made by Cardholders to the Bank, the following provisions will apply:
- 3.7.1 the Bank will send a statement each month to each Cardholder showing Transactions and interest and/or charges incurred on each Account and where references are made to the Statement in this Agreement, they shall include a reference to each Cardholder Statement. The Business shall ensure that the Cardholder examines each Cardholder Statement and reports any queries to the Business or to the Bank in accordance with Condition 2.9 overleaf;
- 3.7.2 notwithstanding the above, a Cardholder Statement will not constitute a proper demand for payment. Only the Statement sent to the Business in relation to the Business Account will constitute such a demand. The Business must make payment as set out in Condition 3.3 above, but it is acknowledged that the Bank may receive payment on behalf of the Business from Cardholders in relation to amounts shown on Cardholder Statements. If the Cardholder fails to pay an amount due on a Cardholder Statement then the Business must pay this amount when we ask it to. For the purposes of determining whether payments have been made and if interest and/or charges are payable, the Bank will treat the amounts due on Cardholder Statements as equivalent to demands for payment;
- 3.7.3 in Condition 3.4, references to the Business Account shall instead be references to the Account. Payments received from Cardholders will be applied to Transactions or items applied to each Account in the order set out in Condition 3.4; and
- 3.7.4 the charges and/or interest set out in the Agreement will be calculated in respect of Transactions or items applied to each Account. Any such interest and/or charges will be applied to each Account. The Grace Period Fee for a Grace Period of 14 days will be nil (Centrally Billed card);
- 3.7.5 You must not create a credit balance on any Account by overpaying to a Card. We may return any credit balance to you.

4 Set Off

- 4.1 The Bank may at any time and without notice (subject to any provisions for the protection of a debtor afforded by statute) set off the outstanding balance on the Business Account and any other liabilities arising under this Agreement against any credit balance on any account(s) of the Business (in any currency) held with the Bank. The Bank may also, on the occurrence of any of the events referred to in Condition 3.5, or upon termination in accordance with Condition 11:
- (a) combine the Business Account with any other account(s) of the Business held with the Bank; or
- (b) open a new account in the name of the Business in substitution for the Business Account and debit the new account with any outstanding balance on the Business Account under any such liability. Nothing in any of the terms of the Agreement shall prejudice or affect any other rights which the Bank may have.

5 Interest and Charges

- 5.1 The Business will pay to the Bank such interest and charges (and on such basis) as has been communicated by the Bank to the Business. The Bank may vary such interest and charges (and/or the basis on which they are payable) from time to time in accordance with Condition 14.2 and any such variation will not be retrospective. The Bank may also charge for providing additional duplicate statements. The amount of the applicable charge is stated at Condition 5.4(e) opposite.
- 5.2 The monthly interest rates and fees for the different Grace Period ("Grace Period Fees") applicable to the Business Account are as set out in the table of charges below:

Fee Structure					
Card Type	OneCard Charge Card				
Monthly Interest Rate on Cash Advances (which includes cash withdrawals and the purchase of foreign currency)	1.6%				
Monthly Interest Rate on Purchases, Annual Card Fee, foreign exchange commission fees and any administrative charge for ancillary services	1.6%				
Grace Period – Monthly Fees					
Card Type	7 Days	14 Days	21 Days	25 Days	28 Days
Charge Card	free	0.45%*	0.55%*	0.60%*	0.70%*

*Grace Period fee is calculated as this percentage of the outstanding balance.

- 5.3 (a) A Cash Handling Fee of 2% (minimum £2) is payable on each Cash Advance (including cash withdrawals and the purchase of foreign currency).
- (b) Transactions will be carried out in Sterling. Foreign card transactions will be converted into Sterling using the Mastercard® Payment Scheme Exchange Rate, normally when you make the transaction. The rate may change at any time and without notice – to see the up-to-date rates used please visit www.mastercard.com/global/currencyconversion. There will be added a foreign exchange commission fee of 2.75% of the Transaction value. A Cash Handling Fee of 2% (minimum £2) of the Transaction value (including the foreign exchange commission fee) is payable on each foreign Cash Advance.
- (c) If you'd like to view our currency conversion charge with reference to the daily rate which is issued by the European Central Bank (ECB), you can visit digital.ulsterbank.co.uk/business/usingmycardabroad. The figures displayed on that page change daily and are simply to help you compare our fees with other banks across Europe.

The Bank and the customer agree that as the customer is a business customer (and not a consumer) that for each charge card linked to the same account the bank will **not**, after the payment is made, send to the payer an electronic message with the above currency reference information. This is because the customer is instead able to access currency reference rate information at digital.ulsterbank.co.uk/business/usingmycardabroad.

- 5.4 (a) If the Business repays the full amount outstanding on the Business Account (the "Outstanding Balance") by the Payment Due Date shown on the Statement, the Bank will not charge the Business any interest.
- (b) If the Business does not pay the Outstanding Balance by the Payment Due Date the Bank will charge interest on that Outstanding Balance (excluding sums on which interest is not charged) at the rates set out in the table in Condition 5.2 above until full repayment is made to the Business Account. Interest on interest and charges is payable at the same rate as applies to the Transaction or item to which that interest or charge relates and from the day the interest or charges are debited to the Business Account.
- (c) If interest becomes payable, interest is calculated on the average daily balance for the Statement period and the interest charge is applied to the Business Account on the next Statement Date.
- (d) If the contractual repayment shown in the Statement is not received by the Payment Due Date (or is returned unpaid) an Administration Fee of £10 will be charged in addition to the interest.
- (e) Ancillary fees may become payable, such as for duplicate statements (£1 per sheet, max £40).
- (f) Interest is not charged on administration fees or other fees which we may apply to your Business Account when you are in breach of this Agreement.
- 5.5 The Bank will debit to the Business Account the amount (if any) of any tax, duty or other charge levied on the Business Account by any competent authority in connection with this Business Account and which the Bank may pay to such authority on your behalf.

6 Return of Cards

- 6.1 All Cards are and remain the property of the Bank at all times. The Business is responsible for:
- (a) recovering and returning all Cards issued to it if the Bank or its agents so request; and
- (b) recovering and destroying any Card issued to a Cardholder should that Cardholder cease to be employed by the Business or cease to be authorised to use a Card.
- 6.2 Where Cards are returned to the Bank they must be cut in two vertically through the magnetic strip and through the part of the Card containing the Chip.
- 6.3 The Business undertakes to advise all originators of recurring authority Transactions (e.g. direct debits), that the Card(s) has (have) been cancelled. The Business is advised to retain copies of such cancellation notices.
- 6.4 In addition to any other rights it may have the Bank may, suspend or terminate the use of the Card(s), Accounts and/or Business Account, with immediate effect or it may refuse to reissue, renew or replace any Card if it reasonably considers it necessary:
- (a) for security reasons;
- (b) where the Business materially breaches the Agreement;
- (c) where the Bank suspects unauthorised or fraudulent use of the Card(s), Account, or Business Account; or
- (d) if any other circumstances occur which cause the Bank to reasonably believe that there has been a significantly increased risk that the Business' obligations to the Bank may not be met. Unless there is a security or other legal reason not to, the Bank will notify the Business either before it takes action, or immediately after, and give reasons for doing so.
- Suspension or termination of the Card(s), Account or Business Account will not affect the Business' obligations under this Agreement which shall continue in force.
- 6.5 In addition to any other rights it may have, the Bank also reserves the right at any time and without notice to cancel or suspend the right to use any PIN or Passwords entirely or in respect of specific functions or Transactions for security reasons, without in any event affecting the Business' obligations under this Agreement which shall continue in force.

7 Lost, Stolen or Misused Cards and Unauthorised, Late or Incorrectly Executed Payments

- 7.1 If any Card is lost, stolen or misused, or if the PIN or Password is known to an unauthorised person, the Cardholder must notify the Bank without undue delay by visiting one of our branches or by phoning 0800 0964 743 (18001 0800 0964 743 for Next Generation Text Service) (24 hours), or from abroad, on +44 1268 500 813. If a Card is subsequently found it must not be used but should be destroyed by cutting it in two vertically across the magnetic strip and through the part of the Card containing the Chip. Also, the Bank should be advised by telephone.
- 7.2 Provided the Business has notified the Bank of the loss, theft or misuse of a Card or that the PIN or Password is known to an unauthorised person in accordance with Condition 7.1, and unless the Business or a Cardholder acts fraudulently, the maximum liability of the Business will be £25 for any losses arising from the use of any Card by any unauthorised person. If the Business or any Cardholder was not able to detect the loss, theft or misuse of the card prior to the payment, or if the unauthorised transaction was the Bank's fault, you will not be liable for any loss. If someone carries out an unauthorised Transaction using Card details on the Internet or by telephone or mail order, the Business will not be liable for the unauthorised Transaction.
- 7.3 The Business will nevertheless be liable for all losses to the Bank arising from Transactions undertaken by any person obtaining possession of any Card with the Business' or the Cardholder's consent.
- 7.4 The Business and the Cardholders will assist the Bank or its agents in the investigation of the loss, theft or possible misuse of the Cards or the disclosure of the PINs or Passwords and will assist the Bank to recover the Cards. The Business and the Cardholders consent to the disclosure to third parties of any relevant information concerning the Business Account or Account in connection with such matters.
- 7.5 If a Transaction was incorrectly executed or executed late, the Business must notify the Bank without undue delay (and within a maximum of 13 months after the date the Transaction is debited to the Account) on +44 1268 508020 (18001 01268 508020 for Next Generation Text Service).
- 7.6 If the Bank suspects or becomes aware that the Business Account may be subject to fraud or security threats, the Bank will contact the Business via the most recent contact details the Bank holds on record for the Customer or Cardholder. This may include a mobile phone number, landline number, postal address or email address. The Bank will never:
- Phone the Business or a Cardholder to ask for a 4-digit card PIN or online banking password, for example by tapping them into the telephone keypad.
 - Ask the Business or a Cardholder to withdraw money to hand over to the Bank for safe-keeping.
 - Ask the Business or a Cardholder to transfer money to a new account for fraud reasons.
 - Send someone to the Business's premises to collect any cash, PINs, Cards or cheque books if the Business or a Cardholder is a victim of fraud.
 - Ask the Business or a Cardholder to purchase goods using a Card and then hand them over for safe-keeping.
- When using a card on the internet, the Business or a Cardholder may be required to enter a One Time Passcode to complete the transaction. This One Time Passcode will be sent by text message to the mobile number the Cardholder has registered with the Bank.
- 7.7 If a Transaction was not authorised by the Business, the Business is entitled to a refund as soon as practicable and by no later than the end of the next Business Day of the amount of the Transaction and interest or charges that would not have been payable but for the Transaction.
- 7.8 Where a Transaction is incorrectly executed, the Bank is liable for the amount of non executed or defective Transaction (including interest or charges that would not have been payable if the Transaction had been executed or not defective), if it can be proved that the Bank received the payment order.

7.9 Where a Transaction is executed late or a payment is credited late by the Bank, the Bank will put the Account back into the position it would have been in had the Bank not made the error. The Business can also request that the Bank contact the other bank to correct the payment date for their customer.

7.10 Where a payment is made to the Business Account by mistake, the Bank will hold the money and contact the Business to tell the Business what has happened. The Bank will ask the Business to confirm if the payment was sent to the Business incorrectly. If the Bank can't contact the Business within 15 Business Days, then the Bank will return the payment to the payer. The Business consents to the Bank sharing information about the Business with the payer's bank to help them recover the payment.

8 Unauthorised Transactions

8.1 Where two or more Cards are issued, the Business will automatically be covered by a contract of insurance in such form and upon such terms as shall be determined by the Bank from time to time, for the purpose of insuring against losses arising from the unauthorised use of Cards by Cardholders ("the Corporate Liability Waiver"). The current policy is provided as part of the brochure materials and is available from the Bank on request.

8.2 The Business will be liable for any sums incurred in respect of unauthorised use of Cards (in accordance with Condition 7) to the extent not provided for in the Corporate Liability Waiver).

9 Complaints and Liability

9.1 The Bank will not be liable for the refusal of any other bank or retailer to accept or honour any Card, nor will it be responsible in any way for the goods, services or information supplied to the Business or the Cardholders.

10 Exclusions and Limitation of Liability

10.1 Except in respect of death or injury resulting from the Bank's negligence, the Bank will not be liable to the Business for:

- (a) any loss of business, contracts, profits or anticipated savings or for any indirect or consequential loss whatsoever and howsoever arising in connection with this Agreement;
- (b) any loss arising from any cause which results from abnormal and unforeseeable circumstances beyond the Bank's control the consequences of which would have been unavoidable despite all efforts to the contrary;
- (c) the Bank's compliance with legal or regulatory requirements; or
- (d) loss or corruption of data.

10.2 The Bank's liability to the Business relating to, under and/or arising out of or in connection with the Smart Data Online System shall, in aggregate, in respect of any claim, or series of connected claims arising out of the same cause in any calendar year, not exceed the aggregate of the Annual Card Fees paid by the Business in the 12 month period immediately preceding the claim (or the first claim in a series of connected claims).

11 Duration and Termination

11.1 These General Terms shall apply once the Card Facility has been sanctioned by the Bank. This Agreement will remain in force until it is terminated by either party. Without prejudice to the Bank's right to terminate in accordance with Condition 11.2, the Bank may terminate this Agreement for any reason, including if you close your business current account with us, by giving the Business at least two months' notice. Unless the Consumer Credit Act 1974 applies to this Agreement, the Bank may terminate this Agreement on a shorter notice period where, in the determination of the Bank or any regulator of the Bank, it is required to do so to comply with the relevant law or regulation. As an alternative to terminating the Agreement, the Bank may by written notice to the Business, immediately reduce the Grace Period applicable to the Payment Due Date. The Business may terminate this Agreement by giving the Bank at least one month's notice.

11.2 If the Business is in material breach of the Agreement, the Bank shall be entitled to terminate the Agreement immediately or with such notice period as the Bank may reasonably determine on giving written notice to the Business and any such notice shall comply with any legal requirement including any requirement under the Consumer Credit Act 1974 (as applicable).

11.3 The Bank provides the Smart Data Online System and the Smart Data Online Services to the Business under licence from Mastercard. In the event that the agreement between Mastercard and the Bank granting such licence is terminated for any reason then the Business' right and licence to use the Smart Data Online System and the Smart Data Online Services shall automatically terminate with immediate effect (although the Bank shall promptly notify the Business of such termination) and the Smart Data Online System and the Smart Data Online Services shall be suspended immediately in accordance with Condition 18.9.

11.4 On termination for whatever reason, all Cards will be cancelled and the Business will return all Cards to the Bank immediately in accordance with Condition 6.2 and any balance, interest and outstanding fees on the Business Account will be immediately payable. Where Annual Card Fees have been applied to the Account or Business Account within the year prior to the date of termination, those fees will be pro-rated to the date of termination and the Business Account will be credited with the proportion of the amount that corresponds to the period after the date of termination. In the event that any sums are not paid in full, interest and fees will continue to accrue at the contractual rate or amounts notified to you under the terms of the Agreement which terms will continue in effect notwithstanding the termination.

11.5 The Business remains liable for all Transactions authorised prior to the date of termination or the result of continued use of the Card. The Business must also pay any interest and fees which are applied to the Business Account after the date of termination.

11.6 Termination of the Agreement will not affect:

- (a) the rights or liabilities of either party existing to the date of termination;
- (b) any provision of the Agreement which is intended to apply after termination; or
- (c) any terms that apply to any outstanding balance, including interest or fees payable under the terms of the Agreement.

12 Instructions

12.1 The Bank shall be entitled to treat all instructions provided by Cardholders or persons notified to the Bank as authorised persons as being duly authorised by the Business and the Business agrees that it will unconditionally ratify the Bank's actions taken in accordance with any instructions and gives the Bank its irrevocable authority to debit its account(s) held at the Bank (if any) in accordance with any sums due under this Condition. The provisions of this Condition are in addition to and not in substitution for the provisions of the Business's mandate to the Bank (if any) from time to time.

13 Notices

- 13.1 All notices and other communications must be in writing unless expressly permitted to be oral under the Agreement or by statute.
- 13.2 The Bank may deliver a notice or communication to the Business at the contact details last known to the Bank, the Business' registered office or electronically where the parties agree.
- 13.3 A notice or communication by the Bank will be effective at the time of personal delivery or when an electronic message is sent; on the second Business Day after posting; or, if by fax, at the time of sending, if sent before 6.00pm on a Business Day, or otherwise on the next Business Day.

13.4 Unless the Bank agrees otherwise, a notice from the Business to the Bank must be in writing addressed to Ulster Bank at 11-16 Donegall Square East, Belfast BT1 5UB and will be effective on receipt.

14 General

- 14.1 Where the Business does not maintain a banking relationship i.e. a current account with the Bank in order to assess the Business' financial position throughout the Term of this Agreement, the Business will, on request, on an ongoing basis:
- agree to provide the Bank with the Business' latest audited accounts and any other information the Bank may require; and
 - agree to provide the Bank with a duly completed Status Enquiry Authority as the Bank deems necessary.
- 14.2 The Bank reserves the right to unilaterally:
- vary any or all of these terms and conditions by notifying the Business at least 2 months before the change is due to take effect. The change will automatically take effect and the Business will be deemed to have accepted the notified change unless the Business notifies the Bank that it does not agree to the change. In that event, the Bank will treat that notice as notification that the Business wishes to immediately terminate the Agreement;
 - change with immediate effect the payment scheme's exchange rate;
 - vary the Corporate Liability Waiver Terms and Conditions from time to time and will notify the Business of any such variation;
 - change interest or exchange rates which are more favourable to the Business immediately and without notice; and
 - change the Business Account or Account limits at any time. The Bank will only reduce these limits for a good reason, for example the Business' circumstances change or because the Bank assessment of the risks of lending changes. If the Bank increases the Business Credit Limit and/or Cash Advance limit, it will give at least 30 days' notice of any changes. The Business can inform the Bank at any time if it wants a lower Business Account or Account limit including the right to refuse the Account limits increase proposed by the Bank. The Business may also inform the Bank if it does not wish to receive any credit limit increases in the future.
- 14.3 If the Business is a
- limited company
 - partnership with 4 or more partners
 - partnerships of 2 or 3 partners all of whom are incorporated; or
 - sole trader or partnership of 2 or 3 partners (all of whom are incorporated), where the credit limit exceeds £25,000 and the Bank expects the customer to draw down on an amount of credit exceeding £25,000 at any time during the life of the Agreement, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement, heading or notice concerning the Act does not apply to Your Agreement with the Bank.
- 14.4 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any clause or provision to which they refer.
- 14.5 The waiver by the Bank of any breach of these Terms and Conditions or of the Corporate Liability Waiver Terms and Conditions will not prevent the subsequent enforcement of any of the same Terms and Conditions or Corporate Liability Waiver Terms and Conditions and will not be deemed a waiver of any subsequent breach.
- 14.6 These **OneCard** General Terms and the Agreement are concluded in English and shall be governed by and construed in accordance with Northern Irish law and each party agrees to submit to the non-exclusive jurisdiction of the Northern Irish courts as regards any claim or matter arising under the Agreement.
- 14.7 The Bank may monitor and record the Business' phone calls with the Bank in order to maintain and improve the Bank's service.

14.8 Any Additional Features or benefits made available to the Business and/or the Cardholder(s) and not forming part of the Agreement may be withdrawn at any time without notice.

14.9 The Bank will only accept requests to issue new cards or make changes to the Agreement from an Authorised Signatory. A Programme Co-ordinator or Point of Contact is authorised to make administrative changes in respect of Accounts, including requesting changes to Cardholder Credit Limits. This may be done either in writing, by fax or phone.

15 Your Information

- 15.1 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. We have a duty to keep customer information confidential. This section sets out how we may share your information with other RBS companies and third parties.
- 15.2 In respect of any personal information relating to a third party that you provide to us, you must:
- notify the third party that you are providing their personal information to us and obtain their permission;
 - provide the third party with a copy of these Terms;
 - ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 15.3 Your information may be shared with and used by other RBS companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 15.4 We will not share your information with anyone outside RBS except:
- where we have your permission;
 - where required for your product or service;
 - where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
 - with debt collection agencies;
 - with credit reference and fraud prevention agencies;
 - with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
 - in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 15.5 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.

- 15.6 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 15.7 RBS will not share your information with third parties for their own marketing purposes without your permission.
- 15.8 We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

16 Assignment

- 16.1 The Bank may transfer, assign or otherwise dispose of this Agreement or any sums due under it (in whole or in part) without notice to the Business.
- 16.2 The Business consents to the Bank's passing of any financial or other information relating to the Business to any actual or potential assignee and agrees that such assignee may rely on the truth and accuracy of any information or representation provided by, or at the request of, the Business to the Bank.
- 16.3 If this Agreement is assigned, the assignee will notify the Business of any alternative address and telephone number for the purpose of notification under Condition 7.1. Until such notification the address and number in Condition 7.1 will continue to apply.
- 16.4 The Business may not transfer any of its rights, duties or obligations under this Agreement.

17 Smart Data Online

17.1 Introduction

The Bank has entered into an agreement with Mastercard to enable the Bank to provide the Smart Data Online System to the Bank's customers.

17.2 The Smart Data Online Services

- (a) Subject to the Business complying with its obligations under this Agreement and the instructions and procedures set out in the documentation, guides and materials supplied by the bank from time to time (**Documentation**), the Bank will use reasonable efforts to make the Smart Data Online System and the Smart Data Online Services available to the Business in accordance with and subject to the terms and conditions set out in this Condition 18.
- (b) The Business shall be responsible for controlling access to and use of the Smart Data Online System and shall ensure that only properly authorised Smart Data Users are permitted to use it. The Business shall take all necessary steps to ensure that all Smart Data Users keep any passwords, authorisations and security information required to access the Smart Data Online System secure from unauthorised use.
- (c) The Business shall ensure the Smart Data Users only use the Smart Data Online System and Smart Data Online Services in accordance with the terms of this Agreement and the Documentation.

17.3 Cardholder Maintenance Requests

- (a) The Bank may treat all apparently valid Cardholder Maintenance Requests received as instructions properly authorised by the Business. The Bank may assume the accuracy of the Cardholder Maintenance Requests and comply with them.
- (b) The Business must ensure all Cardholder Maintenance Requests (1) are appropriately and fully authorised by the Business, (2) are accurate and complete, (3) will achieve the Business' intended purpose and (4) are transmitted correctly to and received by the Smart Data Online System (as set out in the Documentation).

- (c) Without prejudice to Condition 18.3(b), (1) the Bank will use reasonable efforts to despatch a message acknowledging receipt of a Cardholder Maintenance Request within a reasonable period of receipt by the Bank of a Cardholder Maintenance Request and (2) the Business must notify the Bank if it does not receive an acknowledgement in relation to any Cardholder Maintenance Request transmitted by the Business or if the Business receives an unexpected acknowledgement. The Business is responsible for checking the Smart Data Online System to monitor the status of Cardholder Maintenance Requests.
- (d) The Bank will use reasonable efforts to process any Cardholder Maintenance Requests it receives in accordance with its normal processing timescales, save that the Bank may delay such processing where it reasonably believes:
- (i) the Cardholder Maintenance Request has not been properly authorised by the Business; or
- (ii) any other breach of security has occurred in relation to the Cardholder Maintenance Request or the Smart Data Online System, and in that event, the Bank will use reasonable efforts to inform the Business as soon as is reasonably possible.
- (e) In the event that the Business requests the Bank to cancel or modify any Cardholder Maintenance Request for whatever reason, the Bank will make all reasonable efforts to comply with the Business' request. However, the Bank is not liable for any failure to cancel or modify the Cardholder Maintenance Request if processing has already commenced, or if the Bank is otherwise unable reasonably to comply with the Business' request.

17.4 Security

- (a) The Business shall, and shall procure that the Smart Data Users shall, comply with any reasonable instructions the Bank may issue regarding the security of the Smart Data Online System or the Smart Data Online Services from time to time.
- (b) The Business shall set-up, maintain and regularly review security arrangements concerning the Smart User access to and use of the Smart Data Online System and the Smart Data Online Services and information stored on the Business' computing and communications systems to prevent unauthorised access or use.
- (c) The Business must notify the Bank as soon as reasonably possible upon becoming aware of (1) any actual or attempted unauthorised access to or use of the Smart Data Online System or the Smart Data Online Services, (2) any unauthorised Cardholder Maintenance Request, or (3) any potential attack on or prejudice to the Smart Data Online System, including (without limitation) risk of transmission of any virus or denial of service attack.
- (d) The Business must ensure that neither the Business nor its Smart Data Users do anything during or after the Term of this Agreement which may result in the security of the Smart Data Online System, the Smart Data Online Services or the systems or security of any other Bank customers, being compromised.

17.5 Data Protection

- (a) The Business shall comply at all times with the Data Protection Act 1998.
- (b) The Business shall ensure that any personal data that it shares with the Bank in relation to Cardholders, Smart Data Users or any other employees or agents of the Business, can be lawfully processed by the Bank and Mastercard in the manner anticipated in this Agreement.
- (c) The Business shall to the extent necessary for the purposes of this Condition 18.5(c) ensure that all Cardholders are made aware of the existence and nature of the Smart Data Online Systems and the Smart Data Online Services and shall ensure that the Cardholders (and where relevant the Smart Data Users) have consented to their personal data being processed by the Bank in the UK and by Mastercard in the USA in the manner anticipated in this Agreement.

17.6 **Proprietary Rights**

- (a) Mastercard owns and shall retain all right, title, and interest in and to the System and any related programming language or code, including all Intellectual Property Rights therein. Nothing in this Agreement shall convey to the Business, Smart Data Users or Cardholders or any other third party any right, title or interest in or to the Smart Data Online System or any related programming language or code, including all Intellectual Property Rights therein, other than as set out in this Agreement. Mastercard has granted the Business a non-exclusive, personal, non-transferable, limited licence to use the Smart Data Online System, and all necessary Intellectual Property Rights to access the Smart Data Online System and to use the Smart Data Online Services, as contemplated under, and in accordance with, this Agreement.
- (b) The Business agrees, and shall procure that the Smart Data Users agree, not to reverse engineer, redesign, adapt or use the Smart Data Online System or the Documentation or access the Smart Data Online System to develop any software or other material based thereon.

17.7 **Additional Obligations**

The Business shall:

- (a) make available to the Bank, Mastercard and its permitted sub-contractors, free of charge, such facilities and systems as they may reasonably require from time to time to provide to the Business the Smart Data Online System and the Smart Data Online Services, subject to them complying with all of the Business's reasonable security procedures concerning access to its facilities; and
- (b) provide as soon as reasonably practicable such information that the Bank may reasonably require for the purposes of performing its obligations under this Agreement.

17.8 **Warranties**

- (a) The Bank will make reasonable efforts to procure that the Smart Data Online System performs substantially as described in the Documentation. However, if any defect, error or disruption is caused by the improper or unauthorised actions or negligence of Business, its Smart Data Users or Cardholders, the Business shall be responsible for any costs or expenses incurred or suffered by the Bank to remedy such defect, error or disruption.
- (b) The Bank will make reasonable efforts to ensure that any information or data supplied to the Business through the Smart Data Online System accurately reflects the information received from a third party. As such information is collected from various sources (including third parties), the Bank does not warrant that the information is accurate, sufficient or error-free, nor that the information on the Bank's system is current and up-to-date at the time it is accessed.
- (c) The warranties set out in Clauses 18.8(a) and 18.8(b) are the only warranties made by the Bank in respect of the Smart Data Online System or the Smart Data Online Services. All warranties or terms that might be implied by statute or otherwise (including those as to satisfactory quality, merchantability or fitness for any particular purpose of the Smart Data Online System or the Smart Data Online Services) are hereby excluded.
- (d) The Business is only permitted to use the information and material obtained from the Smart Data Online System and/or the Smart Data Online Services for lawful reasonable business purposes. The Business shall ensure that it complies with all laws and regulations relating to the use of the Smart Data Online System and the Smart Data Online Services.

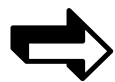
17.9 **Suspension**

From time to time the Bank may suspend or, in the case of (1) below, terminate the Smart Data Online System or the Smart Data Online Services (1) where Mastercard suspend or terminate the Smart Data Online System or the Smart Data Online Services for any reason, (2) for reasonable maintenance purposes, (3) where the Bank suspects a breach of security might have occurred in relation to the Smart Data Online System, the Smart Data Online Services or the Business or, (4) for any other reason where the Bank reasonably considers it necessary to do so. The Bank will use reasonable efforts to provide the Business with reasonable notice prior to the suspension or termination.

18 Regulatory Information

- 18.1 If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch or from your Business Manager.
- 18.2 We are a member of the Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint.
- 18.3 You can find out more about the Financial Ombudsman Service in a leaflet available from any branch or your Relationship Manager. Alternatively, you can write to Financial Ombudsman Service, Exchange Tower, London E14 9SR or telephone 0345 023 4567.

To find out more information:



Speak to your Business Manager



www.ulsterbank.co.uk/onecard

Information correct as at June 2020

Ulster Bank, a business name of National Westminster Bank Plc ("NatWest"), registered in England and Wales (Registered Number 929027).
Registered Office: 250 Bishopsgate, London EC2M 4AA.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
NatWest is entered on the Financial Services Register (Registration Number 121878).
Calls may be recorded.

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