

# Bankline

# Terms and Conditions

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## Terms and Conditions

These Terms and Conditions (“**Terms**”) apply to the Bankline internet banking service (“**Bankline**”) provided by **National Westminster Bank Plc**, trading as **Ulster Bank** (the “**Bank**”), registered in England and Wales (Registered Number 929027). They form part of the **Bankline Agreement** made between the Customer and the Bank by the Customer signing the application form which incorporates these Terms. The Bankline Agreement (“**Agreement**”) refers to the Bankline Website through which the service is accessed (“**Website**”). Bankline is only available to Customers who hold a Business Current Account with the Bank. These Terms are supplemental to the Business Banking Terms and Conditions and application form (“**Account Agreement**”) provided by the Bank to the Customer and these Terms should be read together with the Account Agreement.

Some of the provisions in these Terms apply only if the Customer is a “**Protected Customer**”. A Protected Customer for these purposes is a consumer, a Micro-enterprise or, a charity whose annual income is less than £1million. A “Micro-enterprise” means, at the time at which the Agreement is entered into, a business or group of businesses of which it forms part, and which employs fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed £2 million (or sterling equivalent).

Valid third party providers (“**Third Party Providers**”) are “**Account Information Service Providers**” and “**Payment Initiation Service Providers**” who are registered or authorised in the UK or EEA or who are otherwise lawfully carrying on business.

### 1. Use of Bankline

- 1.1 Bankline enables the Customer to access and give instructions (“**Instructions**”) regarding the Customer’s Accounts and any third party’s Accounts (each “**Accounts**”), included in Bankline.
- 1.2 The Bank recommends the Customer appoints two or more administrators (“**Administrators**”) to manage Bankline.
- 1.3 The Customer gives Administrators full power to administer and operate Bankline for the Customer. In the case of Dual Administration, two Administrators must act together. Administrators are responsible for:
  - 1.3.1 appointing other Administrators.
  - 1.3.2 authorising, appointing, removing and supervising other individuals who the Administrators have registered to use Bankline (“**Users**”) to access and use Bankline for the Customer. Each Administrator will also be a User.
  - 1.3.3 allocating the password controls and the levels of authority and access of each User (“**Privileges**”).
- 1.4 The Privileges and password controls are in place of any other bank account mandate or authority held by the Bank for the operation of the Accounts.
- 1.5 The Bank will send to the Administrators any security devices (“**Security Devices**”) including Smartcards and readers and information relating to Users and Bankline. The Bank will send any PINs and passwords direct to the Users.
- 1.6 The Customer, Administrators and authorised Users can also give instructions through Third Party Providers such as account aggregators. The Customer, Administrators and authorised Users should take care to select valid Third Party Providers which they trust. The Customer acknowledges that any Administrator or authorised User can give instructions through valid Third Party Providers.
- 1.7 Administrators and authorised Users can also give instructions through valid Third Party Providers on behalf of other Bank customers (the “**Other Customer**”) who have authorised the Customer under a separate mandate to the Bank, to enable the Customer to operate that Other Customer’s account via Bankline.
- 1.8 The Bank may suspend or withdraw all or any part of Bankline to carry out maintenance work.
- 1.9 The Bank may suspend the Customer’s use of Bankline for security reasons, or where the Bank suspects unauthorised or fraudulent use of Bankline. Unless there is a security or other legal reason not to, the Bank will notify the Customer either before it takes any action, or immediately after, and give the reasons for doing so.
- 1.10 The Bank does not guarantee the availability of Bankline and accepts no liability arising from non-availability. Where possible, the Bank will notify the Customer in advance of any suspension or withdrawal of Bankline.
- 1.11 The Bank may suspend or cancel an Administrator’s or User’s use of Bankline. Unless there is a legal or security reason not to, the Bank will inform the Customer in advance and give the Bank’s reasons for doing so. In other cases, the Bank will notify the Customer immediately after.
- 1.12 The Bank will give notice of the availability of Bankline, any changes to the Terms, or of other matters, on the Website via the “**Bank Messages**” facility.
- 1.13 These Terms are in addition to the terms applicable to the Accounts themselves.

### 2. Customer Obligations

This section refers to Customer “**Security Details**”. Your Customer Security Details are:

- Your Customer identification number
- User identification code
- Password
- Smartcard
- PIN and
- Challenge Response code from the Smartcard reader.

- 2.1 The Customer will, and will ensure that Administrators and Users:
  - 2.1.1 control and monitor the use of Bankline to prevent unauthorised or erroneous Instructions and to minimise the risk of fraud.
  - 2.1.2 comply with the rules, procedures and security measures and operate the Security Devices, as required by the Bank on the Website and in Bankline material.
  - 2.1.3 prevent the Security Details and Security Devices from becoming known to or accessible by any unauthorised person.
    - The Bank will never ask for your password or any Smartcard codes or PIN over the phone (or any part of them).
    - The Bank will never ask you to make test payments to prevent fraud.
  - 2.1.4 keep safe the PIN, password and other Security Details; and keep confidential the operation and details of Bankline, even after termination of the Bankline Agreement.

- 2.1.5 back up the Customer's data in case of any failure, suspension or withdrawal of Bankline.
  - 2.1.6 use a separate email address for each individual User and Administrator.
  - 2.1.7 use equipment and systems suitable for Bankline as specified by the Bank.
  - 2.1.8 maintain the Customer's own up-to-date hardware and software and take appropriate measures to prevent contamination by viruses or similar threats in accordance with good practice.
- 2.2 Only authorised Users may use Bankline. Third Party Providers may access Bankline with the consent of the Customer, an Administrator or an authorised User. Only authorised Users may use Security Details registered to them and may not transfer them to any other person (including any other registered User) except where necessary to a valid and trusted Third Party Provider. Authorised Users must not allow anyone else to use their Smartcard.

### 3. Instructions

- 3.1 Instructions given to the Bank through Bankline are treated as the Customer's consent to make a payment. If the Customer wants to cancel a payment it will notify the Bank via the Website or as directed by the Website. Instructions received by the Bank for a same day payment may not be cancelled.
- 3.2 Receipt of Instructions by the Bank is not guaranteed by the use of Bankline.
- 3.3 The Bank may request additional authorisation or details for any Instruction.
- 3.4 The Bank will act on an Instruction during the hours of operation on a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays ("**Business Day**") and in accordance with the cut off times advised by the Bank on the Website or in any Bankline material. The Customer may, in some situations, use Bankline to give the Bank an instruction to make a Sterling payment within the UK outside of normal business hours. Where these instructions can be accepted, the payee's bank will be credited with these funds on the same day.
- 3.5 The Customer must ensure all Instructions contain the correct account numbers or International Bank Account Number ("**IBAN**") as required by the Bank. The omission of a required number or IBAN, or inclusion of an incorrect number or IBAN, may result in delay or loss and the Bank is entitled to charge for the recovery of funds where the required number or IBAN is omitted or an incorrect number or IBAN is contained in the Instruction. The Bank is not responsible for checking the beneficiary name or other account details. The Bank will not be liable for acting on an Instruction if it is ambiguous, incomplete or inaccurate. If the Bank refuses to make a payment, unless there is a security or other legal reason not to, the Bank will notify the Customer on the Website or through the Customer's Relationship Manager and, if possible, give the Bank's reasons for doing so.
- 3.6 Any confirmation that a payment should reach the beneficiary's bank by a certain date is no guarantee that the funds will be available to the beneficiary by that date.
- 3.7 If the Customer provides Instructions to the Bank or requests services in relation to any account held with another bank (including any other Royal Bank of Scotland Group Member) (an "**External Bank**") for use within Bankline, the Bank will not be liable to the Customer for any loss (including loss of profit), damage, delay or failure to perform caused by the acts or omissions of any such External Bank. Where Bankline delivers to the Customer any information supplied to the Bank by an External Bank, the Bank makes no warranty as to the accuracy or sufficiency of the information provided by that External Bank.
- 3.8 The Customer shall ensure that all External Bank authorisations are in place before using or accessing any account held with any External Bank. The Customer will need to liaise directly with the relevant External Bank for that purpose.
- 3.9 The Bank shall not be responsible for ensuring any pro forma documentation or other materials are supplied by the Bank relating to an External Bank or if supplied, are accurate, sufficient or fit for such purpose. The Bank may, but shall not be obliged to, notify the Customer from time to time of any changes in any External Bank authorisations or requirements of such External Banks of which it becomes aware.
- 3.10 The Customer shall ensure that all appropriate consents, approvals or authorisations are in place from any entity whose accounts the Customer wishes to include on the Bankline service or access, view or issue Instructions on prior to and at all times during any such access or use.

### 4. Security

- 4.1 Reduced security risks for Bankline are achieved through the use of browser based encryption and various security measures described in Bankline material and on the Website. The Bank will use all reasonable endeavours to keep Bankline secure.
- 4.2 The Bank will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
- 4.3 The Customer will tell the Bank immediately if the Customer:
  - 4.3.1 suspects or believes that:
    - any Security Device or Security Details are lost, misused or stolen.
    - any Security Details may be known to a person other than an Administrator or relevant User.
    - there has been any unauthorised use of Bankline.
    - Bankline security measures may no longer be adequate.
  - 4.3.2 wishes to change an Administrator.
  - 4.3.3 knows or suspects there has been a failure or delay in the Bank receiving any Instruction or knows or suspects a programming or transmission error, defect or corruption in any Instruction. The Customer will assist the Bank to remedy the problem.
  - 4.3.4 discovers that any information on the Website is incorrect.
- 4.4 If the Customer tells the Bank that there has been a breach of security, the Bank will promptly cancel the security measures and any Security Devices as necessary.
- 4.5 If information accessed or received through Bankline is not intended for the Customer, the Customer will:
  - 4.5.1 immediately notify the Bank.
  - 4.5.2 not access the information further and immediately delete it.
  - 4.5.3 keep the information confidential.

## 5. Intellectual Property

- 5.1 Bankline, the Website, all software owned or licensed by the Bank and Bankline material are the property of the Bank and its suppliers and are protected by copyright and other intellectual property rights. The Bank grants the Customer a non-transferable licence to use Bankline for the duration of the Agreement.
- 5.2 The Customer will use the equipment and materials supplied by the Bank solely for the purposes of operating Bankline.

## 6. Confidentiality

- 6.1 The Bank will take reasonable care to maintain the confidentiality of information relating to the Customer. The Customer authorises the Bank to provide third parties with information the Bank believes is necessary, where it engages a third party ("Third Party Supplier") in connection with Bankline, or to carry out an Instruction.
- 6.2 To carry out an Instruction, the Bank may be required to transfer personal information to third parties. This may mean personal information is transferred to countries which do not provide the same level of protection for personal information as the UK. By giving an Instruction, the Customer agrees to this and confirms the Customer is authorised to instruct the Bank to transfer personal information relating to others. Information transferred to third parties may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

## 7. Exclusions, Liability and Reimbursement

- 7.1 The Bank shall have no liability for, and may delay or refuse to process or proceed with processing any payment if (i) in its reasonable opinion it is prudent to do so in the interests of crime prevention or compliance with laws including sanctions laws or regulations, or (ii) such delay or refusal is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.
- 7.2 The Bank is not liable for any loss arising from a cause beyond the Bank's control or arising from any delay or failure to carry out an instruction, unless caused by the Bank's negligence or wilful default.
- 7.3 The Bank is not liable for any indirect or consequential loss.
- 7.3.1 The Bank is not liable for loss or corruption of data, injury to reputation, business interruption, loss of revenue, goodwill, opportunity or anticipated savings.
- 7.4 The Bank does not guarantee that the software used in provision of the service is error free and is not liable for any disruptions to Bankline.
- 7.5 The Bank is not liable for any:
- 7.5.1 errors, failures or costs arising from any malfunction of the Customer's equipment or provision of services from the Customer's Internet Service Provider.
- 7.5.2 security-related information or advice provided by the Bank.
- 7.6 This clause is subject to 7.12 and 7.13 below. The Bank is responsible for executing payments sent from and received to the Account correctly. If a payment is unauthorised the Bank will refund the payment immediately. If the Bank incorrectly executes a payment, it will refund the payment, interest and charges and/or pay any interest which the Customer should have received as soon as reasonably practicable. In the case of a Protected Customer the correction will be made immediately.
- 7.7 If the Customer is not a Protected Customer, the Bank's records as to the authentication, evidence, consent received from a Customer and technical operability will, in the absence of obvious error, be conclusive evidence.
- 7.8 The Customer will be entitled to a refund in respect of an unauthorised or incorrectly executed payment only if the Customer notifies the Bank in writing without undue delay and no later than 13 months after the payment was debited. Where the Customer authorised a payment initiated by or through a payee (such as a direct debit), the following conditions must also be satisfied:
- 7.8.1 the authorisation did not specify the exact payment amount;
- 7.8.2 the amount debited exceeded the amount the Customer had reasonably expected would be taken; and
- 7.8.3 the request for a refund is made within 8 weeks from the date the payment is debited from the Customer's Account. If the payment is in sterling or euro and by direct debit, the Customer may have further rights under the UK and Single Euro Payments Area ("SEPA") Direct Debit Schemes.
- 7.9 The Customer must comply with any security measures required by the Bank and take all other reasonable steps to prevent their Security Details or Security Device from becoming known to or accessible by any unauthorised person.
- 7.10 The Customer is not liable for any losses from the use of Security Details or Security Devices arising before they come into the possession of the Customer or after the Customer has notified the Bank that they have been lost or stolen.
- 7.11 The Customer shall promptly notify the Bank in writing if it becomes a larger business or charity such that it ceases to be a Protected Customer. If a Customer is a Protected Customer when this Agreement is entered into but ceases to be so afterwards, the Customer agrees that the provisions in this clause 7 which apply to Protected Customers shall not apply from such date.

## Important Notice

- 7.12 This clause 7.12 applies to Customers which are not Protected Customers. To the extent permitted, the Payment Service Regulations 2017 apply only to the extent provided below. The Customer is liable for all unauthorised payments arising:
- 7.12.1 if the Customer has acted fraudulently; or
- 7.12.2 if the Customer fails to notify the Bank without undue delay of: (a) the loss or theft of their Security Details or Security Device and/or (b) of their Security Details becoming known to an unauthorised person; or
- 7.12.3 where the Customer has failed to follow the security measures required by the Bank or failed to take all reasonable steps to keep its Security Details safe and in accordance with the Bank's security requirements; or
- 7.12.4 where the Customer has not taken all reasonable steps to comply with the anti-virus terms of use in clause 2.1.8 above.

## Important Notice

- 7.13 Customers which are Protected Customers  
This Clause 7.13 applies to Protected Customers instead of clause 7.12.
- 7.13.1 Protected Customers will be liable up to a maximum of £35 for any losses incurred in respect of unauthorised payments from their account arising:
- (a) from the use of lost or stolen Security Details or Security Device; or
  - (b) where the Protected Customer has failed to keep its Security Details or Security Device safe.
- Except for:
- (a) losses where the Protected Customer has acted fraudulently; or
  - (b) losses where the Protected Customer has failed, intentionally or with gross negligence (i) to comply with any of this Agreement relating to the issue or use of Security Details or Security Devices or (ii) to take all reasonable steps to comply with the anti-virus terms of use in clause 2.1.8; or
- 7.13.3 Unless the Protected Customer has acted fraudulently, it will not be liable for any losses arising from the unauthorised use of security details or security device:
- (a) after the Protected Customer has notified the Bank in accordance with this Agreement;
  - (b) where the Bank has not, at any time, provided the Protected Customer with the appropriate means to notify the Bank in accordance with this Agreement; or
  - (c) where they have been used to make a payment for goods or services (except for financial services contracts) where the user of the card or security details does not need to be present, for example over the telephone or internet, provided that the Protected Customer notifies the Bank of such unauthorised use without undue delay on becoming aware of the misuse.
- 7.14 If a Customer becomes a smaller business such that it becomes a Micro-enterprise or small charity on a date after this Agreement has been entered into then the provisions in this Agreement which apply to Protected Customers shall apply to the Customer from that date.

## Incorrect or late payments

- 7.15 Where the Customer has given the Bank incorrect payment details, the Bank will, at the Customer's request, make reasonable efforts to recover the payment and notify the Customer of the result. The Bank may not be able to recover the payment and may charge the Customer a fee for trying to recover it. If the Bank is unable to recover the payment, the Bank will not refund the Customer. If the payment has been received by the payee's bank the Customer should contact the payee's Bank for a refund. The Bank will on written request provide the Customer with relevant information regarding the payment to help the Customer recover it.
- 7.16 If the Bank makes a payment on behalf of the Customer which is the Bank's error, the Bank will immediately refund the Customer (including any charges or interest which the Customer has paid as a result of the payment being taken).
- 7.17 If the Bank makes or credits a payment late, then the Bank will put the Account back in the position it would have been had the Bank not made the error. The Customer can also ask the Bank to contact the other bank and ask them to correct the amount of interest on their customer's account. **Reimbursement for third party accounts and third party claims**
- 7.18 The Customer will reimburse the Bank against any claims, liabilities, costs, expenses, damages or losses that the Bank incurs from Customer Instructions affecting a third party's Account(s) or any third party claim arising out of or relating to the Customer's use or failure to use Bankline. This clause 7.18 will not apply in the case of negligence, wilful default or fraud by the Bank.

## 8. Fees and Charges

- 8.1 The Customer will pay the Bank's fees and charges (plus VAT if applicable) detailed in the tariff available from the Bank. The Bank may vary the tariff by giving the Customer 60 days' notice.
- 8.2 The Bank may apply all amounts due to an account of the Customer with the Bank, even if it causes that account to be overdrawn or exceed any limit.

## 9. Termination

- 9.1 The Customer may terminate the Agreement by giving the Bank 30 days' notice.
- 9.2 The Bank may terminate the Agreement by giving the Customer not less than 60 days' notice.
- 9.3 The Bank may terminate the Agreement without notice and with immediate effect, or suspend or limit the Customer's or any Administrator's or User's use of Bankline if:
- 9.3.1 the Bank's licence for any software essential to the provision of the services is terminated or suspended.
  - 9.3.2 the Customer breaches the Agreement.
  - 9.3.3 the Customer proposes a voluntary arrangement with its creditors.
  - 9.3.4 there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to the Customer in any jurisdiction, except as part of a re-organisation agreed by the Bank.
  - 9.3.5 any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Customer.
  - 9.3.6 there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed, in relation to the Customer.
- 9.4 Bankline will terminate automatically if the Account on which Bankline is set up is closed unless the Customer nominates an alternative account.

## Consequences of Termination

- 10.1 On termination of the Agreement the Bank may act on Instructions received before the date of termination.
- 10.2 Termination of the Agreement will not affect any rights of either party accrued to the date of termination.

## 11. Transfers

- 11.1 The Bank may give to anyone any information about the Customer or the Agreement in connection with any proposed transfer of, or financial arrangement by reference to, the Bankline Agreement. The Bank may allow any person to take over any of its rights and duties under the Agreement. References to the Bank in the Agreement include its successors.
- 11.2 The Customer may not transfer the benefit of the Agreement.

## 12. Waiver

If the Bank waives any of its rights under the Agreement, it does not mean the Bank will waive that right in the future.

## 13. Severability

If any of the Terms is determined to be unlawful or unenforceable, the Term will be severed from the remaining Terms which will continue in full effect.

## 14. Entire Agreement

- 14.1 This Agreement forms the entire agreement between the parties in relation to Bankline. To the maximum extent permitted by law, all implied terms in relation to the Customer's use of Bankline are excluded.
- 14.2 Except as set out in the Agreement, the parties do not have any rights against each other in relation to, and have not relied on, any oral or written representation, warranty or collateral contract made before the date of the Agreement in relation to Bankline. Nothing in the Agreement excludes liability for fraudulent misrepresentation, death or personal injury.
- 14.3 Save as amended or supplemented by this Agreement, the Account Agreement will continue in full force and effect. This Agreement relates solely to the provision and operation of Bankline and does not otherwise affect the Account Agreement or other agreements between the Bank and the Customer, each of which will apply.
- 14.4 In the event of any conflict between the Agreement and the Account Agreement, the terms of the Agreement will prevail in so far as the conflict relates to the specific subject matter covered in the Agreement. In all other circumstances, the terms of the Account Agreement will prevail.

## 15. Changes

- 15.1 The Bank may change any of these Terms. If the change is to the Customer's advantage, the Bank may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will give not less than 60 days' advance notice of the changes made. Revised Terms will be available online or from the Bank.
- 15.2 The Bank may change the Bankline material and Website at any time.

## 16. Communications

- 16.1 All notices and other communications must be in writing.
- 16.2 The Bank may deliver a notice or communication to the Customer by the Website, or at the contact details last known to the Bank or the Customer's registered office.
- 16.3 A notice or communication by the Bank will be effective at the time a message is posted on the Website; at the time of personal delivery; on the second Business Day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a Business Day, or otherwise on the next Business Day.
- 16.4 A notice from the Customer to the Bank must be addressed to the Customer's Relationship Manager and will be effective on receipt.

## 17. Law and Jurisdiction

- 17.1 Northern Irish law applies to this Agreement and the Northern Irish Courts have exclusive jurisdiction.
- 17.2 For the benefit of the Bank, the Customer irrevocably submits to the jurisdiction of the relevant courts and irrevocably agrees that a judgement or ruling in any proceedings in connection with the Bankline Agreement in those courts will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction.

## 18. Law and Compliance – Agency Bank and Financial Institution Customers

- 18.1 Where the Customer is an agency bank (or other financial institution) it shall comply with all applicable laws and regulations in relation to the performance of its obligations as an agency bank (or other financial institution) under this Agreement, including, the Payment Services Regulations. The Customer acknowledges that Royal Bank of Scotland has no responsibility for the Customer fulfilling the Customer's own legal or regulatory obligations in relation to the Services.
- 18.2 Where the Customer acts as an agency bank (or other financial institution) or otherwise provides transfer of funds services on behalf of its own customers, it confirms that (i) in respect of its client that in accordance with laws for the prevention of money laundering, terrorist financing and the provision of financial services to persons which may be subject to sanctions ("**Compliance regulations**"), it has identified all customers and counterparties for whom it acts and warrants its compliance with such regulations and (ii) it shall (where applicable) be responsible for ensuring payment Instructions are accompanied by accurate information about the payer in accordance with the Compliance regulations (including Regulation (EU) 2015/847 of the European Parliament and of the Council on information accompanying transfers of funds and repealing Regulation (EC) No 1781/2006).