

## **Terms and Conditions for customers using Anytime Internet and Telephone Banking for Business Banking purposes (the "Service")**

These Terms should be read in conjunction with the Bank's Business Banking Terms and Conditions which have previously been provided to and accepted by the Customer. A copy is available from the Bank on request.

The signing instructions governing this Service are set out in this Anytime for Business Application Form. If there is any inconsistency between the signing instructions provided for this Anytime Application Form and the signing instructions provided for in any other application form which the Customer may sign in favour of the Bank, these signing instructions will override such other instructions for the purposes of this Service only.

### **1. Instructions**

- 1.1 The Customer authorises the Bank to act on an instruction to make payments to or from the Customer's Account(s) when the transaction has been authenticated by the Security (see Section 8.2) procedure.
- 1.2 The User(s) will be the Customer or someone else appointed by the Customer to operate the Service and give instructions. The Customer and User(s) may give instructions through valid third party providers, such as account information service providers or payment initiation service providers, who are registered or authorised in the UK or EEA or who are otherwise lawfully carrying on business ("Third Party Providers").
- 1.3 The Bank is under no obligation to allow an instruction to be cancelled or amended once received and even if the Bank tries to reverse or revoke an action carrying out an instruction, it may not be able to do so.
- 1.4 The Bank will only act on an instruction during the hours of operation on a day on which commercial banks are open for business in the UK (a "Business Day") and in accordance with the cut off times advised by the Bank.
- 1.5 The Customer is responsible for all instructions given between the time the User passes the Security procedure until the User exits the Service. This includes any input errors or Instructions sent by someone other than the User, so Users should not leave the Service unattended while still logged on.
- 1.6 If a transaction overdraws the Account or exceeds an agreed overdraft limit it will create an unarranged overdraft.
- 1.7 The Bank does not guarantee that the Service will always be available for use.
- 1.8 The Bank may suspend the User's use of the Service for security reasons, or where the Bank suspects unauthorised or fraudulent use of the Service. Unless there is a security or other legal reason not to, the Bank will notify the User either before it takes action, or immediately after, and give reasons for doing so.

### **2. Security**

- 2.1 The Customer and each User must keep all security details safe and devices secure and prevent them from becoming known to or accessible by any unauthorised person.
- 2.2 If the Customer or a User receives a request to disclose any security details in full (even if the use of the Bank's name and logo and appear to be genuine) it will be fraudulent, unless disclosed to a Third Party Provider.
- 2.3 The Customer or User must contact the Bank immediately if they suspect or believe that:
  - a security device is lost, misused or stolen;
  - any security details may be known to an unauthorised person;
  - there has been any unauthorised use of the Service.
- 2.4 Calls to Anytime Telephone Banking may be recorded.

### **3. Fees and Charges**

The Customer will pay the Bank's charges for the Service as agreed and confirmed at account opening or when providing the Service. Those fees and charges are set out in Ulster Bank's 'A Guide to Business Current Account Fees' and 'Payment and International Banking Charges' which are available at our branches or on the Ulster Bank website ([www.ulsterbank.co.uk](http://www.ulsterbank.co.uk)). Details of new or increased charges will be notified to you at least sixty days before they are introduced.

### **4. Changes**

The Bank may change the operation of the Service or any Service material, the website and software at any time and will give notice of any material changes.

### **5. Termination**

- 5.1 The Customer may terminate the Service by giving the Bank written notice at any time.
  - 5.2 The Bank may terminate the Service by giving the Customer not less than 60 days' notice.
  - 5.3 Under the following circumstances, the Bank may terminate the Service without notice and with immediate effect, or suspend or limit the Customer's or any User's use of the Service:
    - the Bank suspects that the security details or devices have not been kept safe;
    - the Bank suspects unauthorised or fraudulent use of the security details or devices;
    - any other circumstances occur which cause the Bank to believe that the Customer's obligations to the Bank may not be met;
    - the Bank considers it appropriate for the Customer's protection.
- The Bank will notify the Customer of this action as soon as possible.

## **6. Your information**

### **6.1 Who we are**

Your account is with Ulster Bank Limited.

We are a member of the Royal Bank of Scotland Group (the Group). For information about our Group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

### **6.2 Our Electronic Information**

If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

### **6.3 How we use your information and who we share it with**

6.3.1 Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.

6.3.2 We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our customers' requirements;
- develop and test products and services.

6.3.3 We do not disclose your information to anyone outside the Group except: •where we have your permission;

- where we are required or permitted to do so by law;
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you;
- where we may transfer rights and obligations under an agreement or
- as set out in section 6.3.4 below.

6.3.4 We may disclose your information to government entities or regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions.

6.3.5 We may transfer personal information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

6.3.6 From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

6.3.7 If you would like a copy of the information we hold about you, please write to The Data Protection Manager, Compliance, Ulster Bank, 11-16 Donegall Square East, Belfast, BT1 5UB. A fee may be payable.

### **Credit reference agencies**

We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

### **Fraud prevention agencies**

8.1 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. We may also obtain information about you from fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

8.2 We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact any branch. The agencies may charge a fee.

## **9. Regulatory Information**

Ulster Bank Limited. Registered in Northern Ireland. Registration Number R733 Registered Office: 11-16 Donegall Square East, Belfast BT1 5UB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and entered on the Financial Services Register (Registration Number 122315). Calls may be recorded.

### **9.1 Complaints**

9.1.1 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.

9.1.2 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 Financial Services Ombudsman to review the complaint. The Ombudsman will review complaints made by consumers, microenterprises, small charities and small trusts. A microenterprise means a business whose annual turnover and/ or balance sheet total does not exceed € 2 million (or sterling equivalent) and employs fewer than 10 people, a small charity is one with an annual income of less than £1 million and a small trust is one with a net asset value of under £1 million at the time of the complaint.

9.1.3 You can find out more about The Financial Ombudsman Service in a leaflet available from any branch. Alternatively, you can write to Financial Ombudsman Service, Exchange Tower, London E14 9SR or telephone 0845 080 1800.