

UK Personal Cyberbanking Service Terms and Conditions

1. Introduction

This document sets out the terms and conditions that apply to the use of the UK Personal Cyberbanking Service and the Mobile Banking Service (the “**Services**”) in order to submit Instructions for us to execute. These terms and conditions should be read in conjunction with our Privacy Notice and our Cookie Information, and apply in addition to our General Terms and Conditions and Products Terms and Conditions (copies can be obtained from our website or in branch) for the Account or the service that are accessible via the Service and our General Terms and Conditions are accordingly incorporated herein. In the event of any inconsistency between our General Terms and Conditions and Product Terms and Conditions, in relation to the use of the Service, the terms and conditions set out herein will prevail. Please read these terms and conditions carefully before using the Service.

2. Definition

- 2.1 “**Account**” means an account with us that is accessible via the Services;
- 2.2 “**Bank**” (also “**We**”, “**us**” and “**our**”) means The Bank of East Asia, Limited acting through its UK branch (“**BEAUK**”) with its registered address located at 75 Shaftesbury Avenue, London W1D 5BB;
- 2.3 “**BEA UK App**” or “**App**” means the BEAUK mobile application provided by BEAUK for accessing Personal Cyberbanking Service and other information relating to BEAUK and the services provided by BEAUK;
- 2.4 “**Business Day**” means any day (excluding Saturdays, Sundays and UK bank holidays) that we are open for the transaction of normal banking business;
- 2.5 “**Cut-Off Time**” means the time of a Business Day that we must receive Instructions by if they are to be processed on the same Business Day. These are defined in clause 8 of these terms and conditions and vary from the cut-off times specified in the General Terms and Conditions;
- 2.6 “**Cyberbanking Number**” means the unique identifier allowing you to access and use the Services;
- 2.7 “**Instruction**” means, with respect to an Account, any request for a deposit, withdrawal, transfer, payment, access to Account status, balances or access to any other Account information that we make available;
- 2.8 “**i-Token**” means a device binding unique identifier which could be downloaded to your BEA UK App and stored in the keychain (or other security area described by the Bank from time to time) of the designated mobile device after successful registration of i-Token Service;
- 2.9 “**i-Token Service**” means the service provided by the Bank to you from time to time in relation to i-Token as alternative two-factor authentication method, which enables you to use i-Token PIN/biometric authentication to login/confirm transactions performed in the Personal Cyberbanking Service via the designated mobile device;
- 2.10 “**i-Token PIN**” means the alphanumeric code created by you during the enrolment for the use of i-Token Service;
- 2.11 “**Limit**” means any transactional, daily or other limit on the amount that may be paid, transferred or withdrawn in a transaction or series of transactions using the Personal Cyberbanking Service;
- 2.12 “**Mobile Banking Service**” means the channel to access our Personal Cyberbanking Service via a mobile device;
- 2.13 “**One Time Password (OTP)**” means the unique code that can only be used once and is sent to your registered mobile phone number by the Bank via Short Message Service (SMS) to access the Service;

- 2.14 “**Passcode**” means the code chosen by you for authenticating your access to the Mobile Banking Service;
- 2.15 “**Personal Identification Number (PIN)**” means the code issued to you by the Bank or chosen by you to access the Personal Cyberbanking Service;
- 2.16 “**Personal Cyberbanking Service**” means the internet banking service that we make available from time to time through the internet to enable the electronic receipt and transmission of information (including in relation to an Account);
- 2.17 “**Security Details**” means the Cyberbanking Number, PIN, OTP and any other identification or secret code assigned for the authentication of you by the Bank from time to time;
- 2.18 “**Security Code**” means a one-time numerical code generated through i-Token Service to login and/or confirm transactions performed via the Personal Cyberbanking Service;
- 2.19 “**Username**” means the unique identifier allowing you to access the Mobile Banking Service;
- 2.20 “**Website**” means the website designated by the Bank from time to time through which you can access the Personal Cyberbanking Service at present is at www.hkbea.co.uk; and
- 2.21 “**You**” and “**Your**” means a person who has entered into an arrangement with us to use the Services.

3. Use of the Services

- 3.1 By using the Services, you accept these terms and conditions. You are strongly advised to read the terms and conditions before using the Services.
- 3.2 You are only permitted to use the Services in accordance with these terms and conditions, and in accordance with our instructions which may be received from us at any time by any method of communication.
- 3.3 All Accounts and payee templates that you have registered for use in the Personal Cyberbanking Service will be accessible via the Mobile Banking Service.
- 3.4 Any and all account and transaction limits you have set in respect of the Personal Cyberbanking Service will also apply to the Mobile Banking Service.
- 3.5 The service hours applicable to the use of the Personal Cyberbanking Service also applies to the Mobile Banking Service.
- 3.6 The Mobile Banking Service is a basic version of the Personal Cyberbanking Service for use on a mobile device: not all of the services accessible via the Personal Cyberbanking Service will be accessible via the Mobile Banking Service.
- 3.7 You can only register for the Mobile Banking Service if you have already registered for the Personal Banking Service. For details on how to register, and to use the Mobile Banking Service, please refer to our UK Personal Cyberbanking FAQs which can be found on our Website.
- 3.8 In order for us to act on your Instruction using the Services, you must submit the same information onscreen as you would when placing such an Instruction in-branch. The required information is set out in the General Terms and Conditions.
- 3.9 Each time you use the Services to make an Instruction, you will be asked to input your Security Details. The Security Details requested, for example, your Cyberbanking number, PIN and Security Code generated through i-Token Service may differ according to whether you are using the Mobile Banking Service or Personal Cyberbanking Service and whether you have enrolled in the i-Token Service. Your inputting of the correct Security Details will act as your consent to us executing the Instruction.
- 3.10 If you did not enrol for i-Token Service, you will continue to receive OTP to use the Services. The OTP is sent to your registered mobile phone number as an additional level security. The services accessible via i-Token or OTP may not be the same.

- 3.11 The Bank shall use all reasonable endeavours to ensure that information made available by the Services are correct and updated at regular intervals. The transaction details and Account balances as shown via the Services are for reference only. Those transaction details and Account balances as recorded in our internal banking systems rather than as shown on the Services will be conclusive evidence as to the transactions and balances.

4. Security

- 4.1 The bank shall take all reasonable measures to prevent unauthorised access to your accounts through the Services. You must also act reasonably to prevent misuse of your Account through the Services. If you don't, your access may be blocked or suspended to protect you from unauthorised use.
- 4.2 You undertake to check your Account balances and transactions regularly. Contact us immediately if you suspect or become aware of the loss, theft, misappropriation or any unauthorised access to your Account (including any unauthorised or incorrectly initiated or executed payment transaction) via the Services.
- 4.3 Check and refer to our security tips from time to time for precautions of what you need to do to keep your Account safe. Security tips and FAQ are available when you log in to the Personal Cyberbanking Service on our website and the Mobile Banking Service via the BEA UK App. This would include:
- Keeping vigilant at all times and avoiding clicking on embedded hyperlinks in any communication you receive from us that you have reason to believe may be suspicious;
 - Never disclosing login information needed to utilise the Services;
 - Regularly ensuring your information with us is up to date, and changing your passwords regularly; and
 - Only logging into your Account by typing www.hkbea.co.uk into your web browser, or through the official BEA UK App.
- 4.4 If you chose to use fingerprint or any other means of biometric identification to generate the Security Code, then you agree that these forms of authentication can be used to log in to and confirm certain transactions in the Services. You should not allow anyone else's fingerprint or other biometric means of identification to be stored on your device as that fingerprint or other biometric identification can be used to access the Services.
- 4.5 If you enter your Passcode incorrectly several times, the Mobile Banking Service will be suspended and you will have to re-register through the Personal Cyberbanking Service or contact us on +44 (0)20 7208 7090 during business hours in order to use the Mobile Banking Service.
- 4.6 In the event of suspected or actual fraud or a security threat, we will contact you via your registered phone number (provided it is different to the phone number to which your i-Token is registered) and/or your registered e-mail address, providing you with details of the activity itself and measures we are taking to protect your Account.
- 4.7 We reserve the right to refuse any Instruction if we have reasonable grounds to believe that:
- The security of the Services have been compromised;
 - There is suspected unauthorised or fraudulent use of the Services; or
 - in the event that your Account offers an overdraft facility, a significantly increased risk that you may be unable to fulfil your liability to pay.
- 4.8 If any of the circumstances in Clause 4.7 occur, we will inform you that we intend to stop your usage of the Services in the manner you have been using them, and provide you with reasons for this. If we are unable to provide you with the reason why such usage is stopped in real time because it would compromise security measures, or we are unable to due to law or regulatory reasons, we will inform you as soon as reasonably practicable.

- 4.9 If the above occurs, we will allow the Services to resume as soon as the circumstances detailed in Clause 4.7 cease to exist, or if permitted, provide you with new Security Details so that you can access the Services as soon as possible.
- 4.10 For more information on all types of fraud and how to prevent becoming a victim, please visit the government website at www.moneyadvice.service.org.uk.
- 4.11 We shall not in any event be liable for any loss or damage whatsoever suffered by you as a consequence of your failure to observe and comply with any of the above security precautions.
- 4.12 Where your Security Details, Passcode or Username are used without authority by someone else other than you, you may be liable for a portion of the losses (potentially up to £35) from your Account before applying the refund. However, this will not apply if:
- (a) the loss, theft or misappropriation of the Security Details, Passcode or Username was not detectable prior to the payment, save where you have acted fraudulently;
 - (b) such loss occurs before you received or set up your Security Details, Passcode or Username;
 - (c) such use occurs after you have notified us that your Security Details, Passcode or Username has been lost, stolen or used without authorisation;
 - (d) we have failed to tell you how to notify us of any loss, theft or unauthorised use of your Security Details, Passcode or Username [in line with Clause 9.13 (Unauthorised or Incorrect Payments) of our General Terms and Conditions];
 - (e) we do not apply procedures that we are legally required to use to check a payment has been authorised by you; or
 - (f) the loss was caused by acts or omissions of an employee, agent or branch or of an entity carrying out activities on behalf of the Bank.
- 4.13 However, clause 4.12 (a – f) will not apply and you will be responsible for the full amount of the Transaction if:
- (a) you authorised the Transaction;
 - (b) you agreed to provide your Security Details, Passcode or Username to another person;
 - (c) you failed to use your Security Details, Passcode or Username in accordance with these terms and conditions;
 - (d) you failed to notify us in the agreed manner and without undue delay on becoming aware of the loss, theft or misappropriation of your Security Details, Passcode or Username; or
 - (e) you have acted fraudulently.

5. Accessing and using i-Token on the BEA UK App

- 5.1 If you choose to use the i-Token to access the Services, you must enrol your use of the i-Token Service on the BEA UK App. This is carried out by completing the registration steps specified by the Bank. As part of registering, you will be asked to create your i-Token PIN. You may then use i-Token PIN/ fingerprint recognition or other biometric means of identification that may be allowed on your device to login/ confirm transactions in the Services and/or generate Security code for confirm transactions in the Services (depending on whether you are using the Mobile Banking Service or Personal Cyberbanking Service).
- 5.2 If you change device, or wish to enrol i-Token on a different device, you should follow the installation and activation procedures of i-Token as prescribed by the Bank.
- 5.3 i-Token can only be active on one device for one personal Cyberbanking Number. The existing i-Token will be deactivated after a new i-Token is successfully registered on a different device.
- 5.4 You will need access to the internet to enrol the use of i-Token. Once successfully registered, Security Code could be generated afterward without internet access.

6. Support for the BEA UK App

- 6.1 In order to use the BEA UK App you must have a compatible device running a compatible version of the operating system.
- 6.2 You may not be able to use the BEA UK App until you have downloaded the latest software updates and accepted any new terms.
- 6.3 We may periodically issue updates to the BEA UK App through the Apple App Store or Google Play. You must download these updates and you should regularly check for updates as you may not be able to use the BEA UK App until they have been downloaded. Apple is a trademark of Apple Inc. Google Play is a trade mark of Google Inc.
- 6.4 We may stop supporting the BEA UK App on your device or on the version of the operating system running on your device. When it happens, you will no longer be able to use the BEA UK App until you have obtained a new device which is supported or updated the operating system on that device, as applicable.
- 6.5 You will need access to the internet to use the BEA UK App.

7. Acting on Your Instructions

- 7.1 We will act on your Instructions received through the Services in accordance with the General Terms and Conditions. Where an Instruction relates to a payment or a transfer, please refer to section 9 (Payments from your account) of our General Terms and Conditions in particular.
- 7.2 All authorised instructions, once received, shall be irrevocable and binding on you. Our record of Instructions and transactions shall be deemed to be conclusive evidence against you.
- 7.3 You authorise us to accept and act on the Instruction we receive through the Services. We will not make any further enquiries into the authenticity of an Instruction.
- 7.4 We reserve the right to refuse any transaction request if it does not comply with these terms and conditions, our General Terms and Conditions, or the Terms and Conditions of your Account. For example, we will not ordinarily allow a transaction if it would create an overdraft, it would exceed an agreed overdraft limit, your Instructions are unclear or we consider that following an Instruction might be contrary to an applicable code or law.
- 7.5 In circumstances where we refuse to carry out an Instruction, we will inform you and where possible, tell you our reasons for doing so. There may be circumstances beyond our control or legal reasons that prevent us from disclosing the reason why we have refused to act on an Instruction.
- 7.6 We may, from time to time, apply Limits to Instructions, in relation to amounts individually, in aggregate or on other criteria. Limits will come into effect immediately after we apply them. We will notify you as soon as practicable.
- 7.7 Should we fail to execute any Instruction under the Services, or there is an undue delay of 3 Business Days or more where there are no grounds for suspicion of the circumstances detailed in Clause 4.7 above, we will, without undue delay, refund the amount of the non-executed or defective Instruction. In addition to this, we will restore the debited Account to the state in which it would have been had the defective Instruction not taken place.
- 7.8 We will not be liable for any failure to provide the Services (in whole or in part) for any cause that is beyond our reasonable control or that is unavoidable. This includes any suspension of the Services resulting from maintenance and upgrades to our systems.
- 7.9 We will not be liable for any delay in carrying out your Instructions while monitoring your Account and / or while fraud prevention checks are taking place.
- 7.10 We will not be responsible for any loss or damage that you suffer if we decide not to carry out a transaction.

- 7.11 If you provide us with incorrect information or there is an error in your Instruction, we will make all reasonable efforts to reverse or delete such Instruction but you will be liable for any losses that result from such Instruction.
- 7.12 We reserve the right to remove any unused payee(s) from your Account without notice if you have not made any Instruction to such payee(s) for a period of 13 months or more.

8. Timing of Instruction

- 8.1 Instructions received through the Services for your Account(s) before the Cut-Off Time on any Business Day will normally be processed on the same Business Day.
- 8.2 The Cut-Off Times applicable to Instructions placed using the Services are as follows:

Instruction Type	Cut-off time (UK Time Monday to Friday excluding UK public/bank holidays)
Domestic Payment	4:30pm
Overseas Payment	3:30pm
Express Payment	3:30pm
Transfer to another BEAUK account	5:30pm
Carrying out a currency exchange	4:30pm
Establishing a fixed time deposit	5:30pm

- 8.3 Instructions received after the Cut-Off Time on a Business Day or any time on a non-Business Day will normally be processed on the next Business Day.
- 8.4 You will receive notification via the Services or via other means if any Instruction is rejected.

9. Operating Joint Accounts

- 9.1 If you have a joint Account, we are authorised to act on the Instructions of any one of the holders of that joint Account. However, each individual Account holder shall be jointly responsible for all transaction carried out and for the repayment of any borrowing which arises on such joint Account. It is not possible to authorise transactions jointly via the Services.
- 9.2 These terms and conditions apply to you individually and jointly with any other Account holder(s).
- 9.3 We reserve the right to suspend the Services for joint Accounts in certain circumstances (including but not limited to the following):
- (a) we have become aware that there is a dispute between the holders of a joint Account;
 - (b) we have been asked not to permit one of the holders of a joint Account to carry out a certain transaction(s); or
 - (c) we believe, in our sole discretion, that a certain transaction requires joint authorisation.

10. Your Responsibilities and Liability

- 10.1 You must contact us immediately by telephoning us on 020 7208 7090 during business hours, Monday to Friday 9:30am to 4:00pm, if your Security Details,

Passcode or Username have been stolen or are liable to misuse or you suspect that there has been unauthorised access to your Account via the Services. If you fail to do so, and in any event within 13 months after the date on which this occurred, you may not be entitled to have any error corrected, payment amount refunded or to be compensated for any loss suffered. We may ask you to confirm the theft/misuse of your details in writing within 7 days.

- 10.2 In accordance with Clause 4.13, you will be liable for the full amount of all authorised activities resulting from any use of the Services, save where the circumstances in Clause 4.12 have occurred.
- 10.3 In the event that there is a dispute regarding a transaction, you hereby agree that we may inform the police and our insurers and you will be required to co-operate with us and the police during any investigations. You hereby agree that we will provide the police and/or our insurers with any information that we or they consider relevant to the investigation.
- 10.4 You will be able to access the Services provided that the equipment you use is compatible with our requirements. For full details of these requirements, please see our Frequently Asked Questions (FAQ) that is posted on the Website. We reserve the right to change the minimum specification that you require to access the Services at any time. You should ensure that your computer equipment remains in good working order and that you take all reasonable steps to ensure that the computer you use is virus free.

11. Our Responsibilities and Liability

- 11.1 To the extent permitted by law, the Services are provided “as is” and without warranty and all warranties, terms and other conditions not expressly set out in these terms and conditions (whether implied by law, custom, statute or otherwise and including without limitation any term as to satisfactory quality or fitness for purpose) are excluded.
- 11.2 We do not guarantee that the Services will be available on a continuous and uninterrupted basis. We take no responsibility for, and will not be liable for, the Services (whether in whole or in part) being temporarily unavailable due to technical issues beyond our control or unavoidable events. This includes, in particular, any suspension of the Services resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Services, outage of any phone network or in the case of mobile networks, where you are not in an area of mobile coverage.
- 11.3 You hereby acknowledge and agree that we shall not be liable for any damage or loss to your software, terminal, equipment (including but not limited to mobile phones and other mobile devices) or related facilities or any loss or corruption of your data in connection with the operation of the Services.
- 11.4 We may provide hyperlinks to other websites which are not under our control. We do not investigate, verify, monitor or endorse the content, accuracy, or any opinions expressed within these websites. These links are provided for your convenience only.
- 11.5 The mobile service provider may not allow you to receive the OTP via SMS if you are abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the OTP. We shall not be liable for any such charges levied by the service provider or any other party.
- 11.6 The delivery of the OTP via SMS may be subject to delayed transmission due to the traffic over the network of your mobile service provider. We shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.
- 11.7 We may, from time to time, withdraw the Services so that we can carry out maintenance or update the service. We will use all reasonable endeavours to let you know in advance the times when the Services are likely to be unavailable, although this may not always be possible.

- 11.8 We reserve the right to modify and/or update the Website or the BEA UK App at any time.
- 11.9 We are not liable for the consequences arising out of inaccurate or incorrect information supplied by you.

12. Charges

- 12.1 We do not charge you for using the Services or the BEA UK App. However, you should be aware that your mobile network operator may charge you for using their data service, including but not limited to the charges for using the General Packet Radio Service (GPRS), Short Message Service (SMS), and any roaming charges in connection with the use and operation of the Services/BEA UK App. These charges may vary if you access the Services/ BEA UK App when abroad. Notwithstanding anything herein to the contrary, you confirm and warrant that we shall not be involved in or in any way liable for any dispute between you and your mobile network operator or between a mobile network operator and any third party.
- 12.2 Fees will apply for certain services we offer through the Services. You will be notified of any applicable fee before you complete a transaction. The details of charges for a transaction (including how they are calculated) will be displayed on screen and you will need to tick the confirmation box to agree for the charge before you can submit your Instruction. Once you proceed with an Instruction, you hereby authorise us to debit your Account with the relevant fee(s). Please refer to our Bank Charges Leaflet for our current fees or contact us on 0808 180 3838 for details.

13. Contacting Each Other via the Services

- 13.1 In addition to the methods set out under the General Terms and Conditions, you may send us and we may send you secure email messages via the 'Messages' function which is a secure function within the Personal Cyberbanking Service. If you send us a message, we will aim to respond to you within two Business Days.
- 13.2 You must not send us messages:
 - (a) which are urgent and require immediate action;
 - (b) which are requests of a transactional nature e.g. relating to the creation of a new fixed deposit, making a transfer or payment etc;
 - (c) to report the loss or theft of cheques;
 - (d) on behalf of any third party or in relation to our dealings with any third party;
 - (e) which are offensive or otherwise inappropriate.
- 13.3 In addition to the methods set out under the General Terms and Conditions, we may send you messages concerning your Account(s), products or services you have with us / we offer, including matters related to Services through the 'Messages' function (in respect of the Personal Banking Service).
- 13.4 All information submitted to us through the Website or via the BEA UK App shall be deemed and remain our property.

14. Terminating or Suspending the Services/BEA UK App

- 14.1 There is no minimum contract period and you are free to cancel the Services at any time. Please refer to the [Personal Cyberbanking FAQs][Mobile Banking FAQs] for further details on how to cancel the respective Services.
- 14.2 If you cancel the Personal Cyberbanking Service, the Mobile Banking Service will also be cancelled automatically.
- 14.3 The closure of an Account by you or us will result in the termination of the Services for that Account. All outstanding, pending and scheduled Instructions submitted via the Services for this Account will be automatically cancelled upon closure of the Account.

- 14.4 You can notify us at any time if you no longer wish to use the Services by writing to us or in person at one of our branches. If you notify us by any other means, we may ask you to confirm this in writing.
- 14.5 You acknowledge that it is your responsibility to delete the BEA UK App from the device you use to access the BEA UK App if you change or dispose of your device or you cancel or end your contract with us under Clause 14.4.
- 14.6 Please note, deleting the BEA UK App will not end your agreement with us for the Services.
- 14.7 If you close your Account but retain the BEA UK App, the Services will no longer be available to you but may be able to access generic information in relation to other services and products that may be available or displayed via the BEA UK App.
- 14.8 We may terminate all or any part of the Services (at any time by giving you not less than two months' notice).
- 14.9 We may terminate the Services immediately if there is any change in law which prohibits or renders illegal the maintenance or operation of the Services or any parts thereof.
- 14.10 We may suspend all or any part of the Services (Including your use of the BEA UK App) in certain circumstances, including but not limited to the following:
 - (a) to protect the security of the Services or our systems;
 - (b) we have reason to believe that there may have been (or there is likely to be) unauthorised or fraudulent use of the Services.
 - (c) we have reason to believe that there has been a breach of these terms and conditions; or
 - (d) we are required to do so by any law or other regulatory requirement affecting us.
- 14.11 We may also terminate or suspend your access to your Account via the Services with immediate effect in accordance with section 17.5 of our General Terms and Conditions.
- 14.12 We may suspend your access to the Services if you do not log in for more than 12 months, be it through the BEA UK App or otherwise.
- 14.13 If we terminate or suspend the use of the Services, where possible we will give you prior notice, by telephone or letter, unless we have a good reason for doing so, e.g. we consider your Account(s) has been or is likely to be misused. If we are unable to contact you beforehand, we will notify you and give our reasons afterwards.
- 14.14 We reserve the right to withdraw the BEA UK App at any time. If we decide to do so, we will let you know in the manner set out in our General Terms and Conditions section 21 (Changes to the Agreement).

15. Limitations

- 15.1 The information contained on the Website is provided by BEAUK. Whilst we use reasonable endeavours to keep the information up to date and correct, we make no representations or warranties of any kind, expressed or implied, about (and accept no liability for) the completeness, accuracy, timeliness, reliability, suitability or availability of any information contained on the Website. We reserve the right to modify the content and/or the design of the Website at any time without notice.
- 15.2 Any reliance you place on such information is therefore strictly at your own risk.
- 15.3 We have used reasonable endeavours to ensure, as far as possible, that emails and Instructions sent via the internet are not subject to interference and remain secure and confidential. We cannot, however, guarantee the absolute security of emails and Instructions sent via the internet. By submitting your Instructions and making use of the Personal Cyberbanking Service, you are deemed to acknowledge and accept this.
- 15.4 Save where the law requires, we will not be liable for any loss or liability resulting from any failure, act or omission by your computer or software, or any Internet browser provider, Internet access provider, online service provider or by any agent or subcontractor for any of the foregoing.

- 15.5 Nothing on this website should be considered as providing financial advice. You are recommended to consult your own independent financial advisor.
- 15.6 We shall not be liable for any indirect, special or incidental or consequential damages (whether foreseeable by the Bank or not) arising from or in connection with the provision of the Services and we shall not be liable for any damage to your terminals or related facilities or any loss or corruption of your data in connection with the operation of the Service.
- 15.7 Subject to the provisions herein, our liability (if any) to you in relation to the provision of the Services shall be limited to the amount of the relevant transaction.
- 15.8 Nothing in this Clause 15 shall exclude or limit our liability for:
- Death or personal injury caused by negligence;
 - Fraudulent misrepresentation; or
 - Any other liability that cannot be excluded by law.

16. General

- 16.1 We reserve the right to amend or terminate these terms and conditions. Please refer to section 21 (Changes to the Agreement) in our General Terms and Conditions. We will use reasonable endeavours to give you reasonable notice before any changes are made. Where this is not practical or possible, we will notify you as soon as practicable after the changes have taken place.
- 16.2 A copy of these terms and conditions may be obtained by you from our Website or by calling our Cyberbanking Helpdesk on 020 7208 7090.
- 16.3 If you are not happy with any part of these Service or you think we have made a mistake, please let us know. Please refer to section 24 (Complaints) in our General Terms and Conditions for further details on how we will handle this and what rights you may have to contact the Financial Ombudsman Service.
- 16.4 You may contact us about the Services using the methods and details referred to in Section 2 (Contacting each Other) in our General Terms and Conditions. We may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality.
- 16.5 These terms and conditions are governed by the laws of England and Wales.
- 16.6 These terms and conditions and any information or notifications given under it are only available in English.

17. Use of Cookies

- 17.1 By using the Mobile Banking Service, you agree that we may store and access cookies on your device which are needed to use the Mobile Banking Service. For details on the cookies that we use, please refer to our Cookies Information which can be found on our Website.

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