

Telephone Authorisation And Internet Banking Service Terms And Conditions

Offshore Banking

VALID FROM · 1st May 2007 until changed in accordance with these Terms and Conditions

These Terms and Conditions cover the Telephone Authorisation and Internet Banking Service provided by Clydesdale Bank Plc trading as Clydesdale Bank International. PART 1 - General Information and PART 3 Terms and Conditions applies to both the Internet Banking Service and Telephone Authorisation. PART 4 is specific Terms and Conditions for Telephone Authorisation and PART 5 is specific Terms and Conditions for the Internet Banking Service. The Definitions in PART 2 apply to all parts.

PART 1 - GENERAL INFORMATION

Telephone Authorisation and Internet Banking Service

This document sets out important information about Telephone Authorisation and our Internet Banking Service. Parts 2, 3, 4 and 5 of this document contain the Terms and Conditions for these services.

This document (including the Terms and Conditions) is written and available only in English and We undertake to communicate to you in English when communicating with you regarding Telephone Authorisation and/or the Internet Banking Service.

By reading this document you will be able to understand the Terms and Conditions which apply to Telephone Authorisation and to our Internet Banking Service.

Make sure you read and understand this document thoroughly before making a decision to proceed with either or both of these services.

Using the Terms and Conditions

Parts 2, 3, 4 and 5 of this document contain the Terms and Conditions for Telephone Authorisation and our Internet Banking Service.

Users who are registered (or who wish to be registered) for both Telephone Authorisation and our Internet Banking Service should read and understand all Parts of this document.

Users who are registered for our Internet Banking Service are also, as a result, registered for Telephone Authorisation and should read and understand all Parts of this document. If you wish to be registered for our Internet Banking Service you should, therefore, read and understand all Parts of this document.

Users who are registered (or who wish to be registered) for only Telephone Authorisation should read and understand all Parts of this document except Part 5.

What do I do if I have a dispute relating to the Telephone Authorisation and/or the Internet Banking Service?

We are committed to providing a high standard of customer service. However, if you are not satisfied with any aspect of our service, we have internal complaint handling procedures in place to deal with your concerns effectively and in the correct manner.

If you do wish to register your complaint, please follow the steps which we have outlined below. Please provide us with as much relevant information as possible, including your Account details, the Branch/Business Area involved, a summary of your complaint and any actions which we may have already taken to address the issue.

Step 1

If possible, please refer your complaint to the member of our staff who was your original point of contact.

If the matter is not resolved to your satisfaction by that member of staff, please speak or write to our Branch Manager. Our Branch Manager will ensure that your complaint is investigated and will try to resolve the matter to your satisfaction. If your complaint has not been resolved by close of business on the working day after it has been received by our Branch Manager, we will either send to you an acknowledgement letter or a written response addressing the matters you have raised. We will issue this letter or written response within five working days of receipt of your complaint (unless, of course, we have resolved your complaint before we have actually issued this letter or written response to you).

Step 2

If you are still not satisfied with the response from your Branch Manager, you may refer your complaint to our Operations Manager at the following address:

Operations Manager
Clydesdale Bank International
PO Box 446
St Peter Port
Guernsey
GY1 5BR
Telephone +44 (0)1481 711102

Your complaint is treated as being received from the date it is notified to us orally or in writing, whichever happens first. Our Operations Manager will arrange for your complaint to be investigated further.

Once your complaint has been fully investigated by us, our Operations Manager will issue to you a final response letter. This letter will confirm the outcome of our final investigation.

If our Operations Manager has been unable to issue a final response letter to you within four weeks of receipt of your complaint, we will send to you a progress report confirming what stage our investigations have reached. If our Operations Manager is still unable to issue to you a final response letter within eight weeks of us first receiving your complaint, we will send to you a further progress report.

Step 3

Our aim is always to resolve complaints to the satisfaction of our customers. However, in the unlikely event that you disagree with the decision we have made, you may refer the matter to the Chairman of our Governance Committee. You should, in these circumstances, address your complaint to:

Chairman
Clydesdale Bank International Governance Committee
PO Box 446
St Peter Port
Guernsey
GY1 5BR
Telephone +44 (0)1481 711102

There is currently no Financial Ombudsman Scheme on Guernsey .

THINGS YOU SHOULD KNOW

Our main business is to provide financial services in the form of a bank and to provide associated products and services.

The Terms and Conditions may be:

- accessed and viewed via our Website at www.clydesdalebankinternational.com and can be printed from the appropriate Terms & Conditions page on our Website; or
- obtained by you if you phone us on +44 (0)1481 711102.

If you believe that your Telephone Security Information or your Internet Security Information has (or may have) become known to anyone other than yourself, please refer to Clause 12 of the Terms and Conditions which sets out the actions you must take.

For queries concerning the Telephone Authorisation contact us on +44 (0)1481 711102.

For queries concerning the Internet Banking Service contact our Internet Banking Helpdesk on +44 (0)1481 711102.

Please note that if you do not actively terminate your session with the Internet Banking Service, the session will stay active only for a further 10 minutes after which, for your security, it will automatically terminate.

Please ensure that you always exit the Internet Banking Service by using the "log out" button on the screen. This is to prevent any person who uses the computer after you from accessing any of your Account information.

Please note that we would never contact you to request details of your Access Code Number, Customer Number, Telephone Security Information, Internet Security Information and/or Unique Registration Reference Number and if you receive a request for any such information you should not provide it, even if the request purports to come from us.

Please see the Security Information on our Website (www.clydesdalebankinternational.com) for further information about security and the Internet Banking Service.

The meanings of words printed in Part 1 of this document and in the Terms and Conditions are explained in Part 2 of this document.

PART 2 - DEFINITIONS

In these Terms and Conditions:

"Access Code Number" (or "ACN") means the password which is selected by Account Holders during the registration process to allow them first to access Telephone Authorisation and/or the Internet Banking Service.

"Account" means an account maintained with us (or with any other third party) which we have determined is accessible by Telephone Authorisation and/or the Internet Banking Service.

"Account Holder", "you", "your", "yours" means a person who has entered into an arrangement with us to use Telephone Authorisation and/or the Internet Banking Service and who has an Account held either a) in that person's own name; or b) jointly with any other person(s) and in respect of which joint Account we may act on the instructions of any or all of the joint holders.

"Account Holding Branch" means The branch on the Bank where the Account is held.

"Bank", "we", "us" or "our" means Clydesdale Bank International a trading name of Clydesdale Bank Public Limited Company, registered in the Companies Register in Scotland held at Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB with Registered Number SC001111 and having its Registered Office at 30 St Vincent Place, Glasgow G1 2HL and its successors and assignees.

"Banking Business Day" means any day with the exception of Saturdays, Sundays and bank holidays in the jurisdiction in which the Account Holding Branch is situated.

"Clause" means a clause of these Terms and Conditions.

"Customer Number" means the number which we have notified in writing in accordance with our procedures to an Account Holder, as the Customer Number applicable to that Account Holder.

"Cut-off Time" in respect of a Banking Business Day means, for the purposes of payments or any other purpose under these Terms and Conditions, the time or times by which the instruction relating to that purpose must be completed, which times are determined by us from time to time. Different times of the day may be specified for different purposes.

"Internet Banking Service" means the internet banking service we make available through the internet network to enable the electronic receipt and transmission of information (including in relation to an Account).

"Internet Password" means the code (which must consist of a series of letters and numbers) chosen by you which you will use, together with your Security Questions And Answers, in order to use the Internet Banking Service.

"Internet Security Information" means your Internet Password and/or your Security Questions And Answers.

"Limit" means any transactional limit on the amount which may be transferred in a transaction or series of transactions using Telephone Authorisation and/or any transactional, daily or other limit on the amount which may be transferred in a transaction or series of transactions using the Internet Banking Service.

"Our Group" means the National Australia Bank Group, which comprises National Australia Bank Limited, its subsidiaries and associated companies from time to time.

"Our Website" means the website at www.clydesdalebankinternational.com through which you can access the Internet Banking Service.

"Security Questions And Answers" means the security questions which you have selected and the answers to such security questions which you have given to us and which will, on subsequent occasions, be used by you in order to access and use the Internet Banking Service.

"Telephone Security Information" means your Access Code Number and/or the telephone password used in connection with Telephone Authorisation.

"Telephone Authorisation" means the telephone authorisation process which we make available through the public telecommunications network to enable the receipt and transmission of information by telephone (including in relation to an Account).

"Terms and Conditions" means the terms and conditions set out in Parts 2, 3, 4 and 5 of this document (as amended from time to time in accordance with their terms).

"Unique Registration Reference Number" means the **seven**-digit unique code which we have notified in writing in accordance with our procedures to an Account Holder as applicable to that Account Holder for Telephone Authorisation.

"User" means you as the context requires.

PART 3 - TERMS AND CONDITIONS WHICH APPLY TO BOTH TELEPHONE AUTHORISATION AND THE INTERNET BANKING SERVICE

Offer

1. We are willing to make available to you under these Terms and Conditions the Telephone Authorisation and, if requested by you, the Internet Banking Service.
2. For Telephone Authorisation, you will be taken to have read, understood and accepted these Terms and Conditions when you enter your Unique Registration Reference Number and first use Telephone Authorisation.
3. For the Internet Banking Service, you will be taken to have read, understood and accepted these Terms and Conditions when you select and/or click on the "ACCEPT" button on the Internet Banking Service website.

Account Terms

4. These Terms and Conditions are in addition to any of our terms and conditions for an Account or for any other product and/or any other service provided by us using Telephone Authorisation and/or the Internet Banking Service.
5. If there is any inconsistency between these Terms and Conditions and the terms and conditions applying to an Account or any other product and/or service provided by us using Telephone Authorisation and/or the Internet Banking Service, these Terms and Conditions shall apply to the extent of that inconsistency.
6. If an Account is held jointly with another party or parties then when a User uses Telephone Authorisation and/or the Internet Banking Service to set up a regular payment using Telephone Authorisation or a regular transfer to a linked Account or a single payment or transfer using either service, in each case affecting that joint Account, it will be treated as personal to that User. It will appear among the payments or transfers presented to any other party to that joint. Instructions in relation to cancellation or alteration by any other party can only be processed by direct application to the Account Holding Branch.
7. A User may continue to use the Telephone Banking Service and/or the Internet Banking Service unless:
 - a. the relevant service is cancelled or terminated under these Terms and Conditions; or
 - b. access to Telephone Authorisation and/or the Internet Banking Service is denied under these Terms and Conditions.

Functionalities of Telephone Authorisation and the Internet Banking Service

8. We may add to, remove, change or impose restrictions on the functionalities of Telephone Authorisation and/or the Internet Banking Service at any time. In particular, but without prejudice to that general right, we may impose Limits which may be general to all Users of Telephone Authorisation and/or the Internet Banking Service or may be particular to you. If we materially add to, remove, change or impose restrictions (the "change") on the functionality of Telephone Authorisation and/or the Internet Banking Service we will notify you by at least one of the following methods: (1) in writing; or (2) by email (which, for Users of the Internet Banking Service, includes the electronic messaging facility which is part of the Internet Banking Service); or (3) by telephone; or (4) by putting a message on our Website, in all cases at least 30 days before the change takes effect (unless the law requires a more immediate change). If you then continue to use Telephone Authorisation and/or the Internet Banking Service after the change takes effect, it will mean that you have agreed to the change.

Your Responsibilities

9. You agree:
 - a. and you shall ensure that your Telephone Security Information and, where relevant, the Internet Security Information which you choose to access the Internet Banking Service will not be the same as, or similar to, any other personal identification number or password you have for any Account you have with, or for any other service provided by, us;
 - b. access to Telephone Authorisation and/or the Internet Banking Service is denied under these Terms and Conditions.
 - c. not to disclose your Internet Security Information or Telephone Security Information to any other person including in response to a request that you provide it (even if that request purports to come from us) other than in connection with your actual and immediate use of the Internet Banking Service and/or Telephone Authorisation;
 - d. not to record or store your Internet Security Information or Telephone Security Information anywhere but to commit it to memory;
 - e. to take reasonable care when accessing the Internet Banking Service or Telephone Authorisation to ensure that your Internet Security Information and Telephone Security Information is not disclosed to any other person;
 - f. to access the Internet Banking Service through a computer, which has installed on it up-to-date anti-virus and anti-virus software, firewall. It is the User's responsibility to ensure that the security software is maintained on a regular basis; and
 - g. to check your Account records carefully.

10. You agree and acknowledge that:
 - a. an instruction to us by a User using Telephone Authorisation and/or the Internet Banking Service constitutes a valid and irrevocable authority for us to follow that instruction;
 - b. subject to c. below, a payment instruction which is given before the Cut-off Time for a Banking Business Day will be processed on the same day but if it is given after the Cut-off Time it will be processed on the next Banking Business Day after the instruction is given; and
 - c. when using the Internet Banking Service, standing orders or direct debits must be cancelled not less than three Banking Business Days before a processing date, failing which the cancellation will not apply until the next processing date. If You wish to cancel a standing order or direct debit which is due for processing in less than three Business Banking Days from the proposed date of cancellation, You should do so using Telephone Authorisation or through your Account Holding Branch.
11. You are responsible and liable for all instructions authorised by a User's use of their Internet Security Information or Telephone Security Information or undertaken by another person with a User's knowledge or consent.
12. If:
 - a. A User's Internet Security Information or Telephone Security Information becomes known (or you suspect it has become known) to anyone other than the User;
 - b. You become aware that a User's computer which the User uses to access and use the Internet Banking Service in respect of an Account is lost, stolen or fraudulently accessed;
 - c. You become aware of any unauthorised transaction or error on an Account using Telephone Authorisation and/or the Internet Banking Service; or
 - d. You think someone else has or may try to access an Account

You must immediately (a) change your Internet Security Information by using the "Change Password" and "Change Answers" sections within the "Administration Centre" of the Internet Banking Service and/or, where relevant, (b) change your Telephone Security Information by calling us immediately to select new Telephone Security Information, as appropriate.

In instances where a User suspects an unauthorised transaction has occurred on the Internet Banking Service, the User must not re-register for the Internet Banking Service until the User is able to confirm to us that the User's personal computer is free from any viruses. You shall indemnify us in respect of any claims made against us by other parties in connection with your failure to comply with this clause.

Allocation of Liabilities

13. You are not liable for any losses:
 - a. where you have not contributed to those losses; or
 - b. that are caused by the fraudulent or negligent conduct of our employees or agents; or
 - c. resulting from unauthorised transactions occurring after you notify us that a User's Internet Security Information or Telephone Security Information has become known to someone else. You may notify us either by telephone or in writing in accordance with Clause 34. you may notify us electronically only if you use the messaging facility in the Internet Banking Service, and
 - d. where you have ensured that your computer has the appropriate security software packages installed, including a personal firewall, anti-virus and anti-spy ware applications. It is your responsibility to ensure that these applications are maintained and updated on a regular basis
14. Where you have contributed in any way to the losses because you have acted fraudulently or negligently, or if you (deliberately or accidentally) disclose any of your or their Internet Security Information or Telephone Security Information to someone else and this action constitutes fraud or negligence by you then you will be liable for all losses so occasioned.
15. You will be liable for any loss or damage incurred by another party due to breach of these Terms and Conditions by you where such breach constitutes fraud or negligence by you and you shall indemnify us for any such claims made against us by other parties and for any costs incurred in respect of such claims.
16. You acknowledge that, subject to your rights implied at law which cannot be excluded, we are not liable:
 - a. for any breakdown or interruption in Telephone Authorisation and/or the Internet Banking Service due to circumstances beyond our control or for periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment;
 - b. for any breakdown in, interruption or errors caused to a User's computer or computing equipment as a result of using the Internet Banking Service;
 - c. for the failure of Telephone Authorisation and/or the Internet Banking Service to perform in whole or in part any function which we have specified it will perform;
 - d. for any delays or errors in the execution of any transaction or instruction in respect of an Account because of any breakdown or interruption in Telephone Authorisation and/or the Internet Banking Service due to circumstances beyond our control;
 - e. to a party to a payment instruction made by a User who does not receive funds because of a problem with the information provided by the User (for example, where a User provides us with the wrong account number or the wrong reference);
 - f. for any delays or errors by other parties (for example, the failure of a financial institution to credit or debit an Account in a timely manner);
 - g. for any direct or indirect, economic or consequential loss or damage (including, without limitation, foreseeable or direct loss of profit, which arises as a natural consequence from the event or omission giving rise to such claim) suffered by you or another party;
 - h. for loss or damage which arises due to the fraud or negligence of you or through breach of these Terms and Conditions by you or otherwise through use of Telephone Authorisation and/or the Internet Banking Service where such use involves fraud or negligence by you or as a result of our failure to act or our delay in acting;
 - i. for any reliance placed by you on any part of our Website or these Terms and Conditions which may have been stored or retained by you and which may be out of date or otherwise amended (where applicable, in accordance with these Terms and Conditions) at any time and from time to time; or
 - j. for any losses caused by industrial action (whether or not involving our employees).

Our Responsibilities

17. You acknowledge that, subject to your rights implied at law which cannot be excluded:
- We need not act or may delay acting on any instruction given by a User through the use of Telephone Authorisation and/or the Internet Banking Service (including, without limitation, we may process any instruction on the next Banking Business Day after the instruction is given) where, in our opinion, there is a good reason for doing so; and
 - We are not liable for any loss or damage caused to you as a result of our failure to act or for our delay in acting; and
 - a transaction sought to be made on an Account may be rejected by us where, in our opinion, there is a good reason for doing so (including, without limitation, because of lack of funds or because the Account has less than the required minimum balance) in which circumstances we will advise you of the reason for such a decision as soon as is practicable in the circumstances; and
 - a transaction sought to be made on an Account may be rejected by us where any Limit would be breached if it were actioned; and
 - We may reverse the linking of an Account to Telephone Authorisation and/or the Internet Banking Service for any reason (including, without limitation, because the relevant Account has been closed).
18. You acknowledge that the correctness of information about an Account which a User obtains through Telephone Authorisation and/or the Internet Banking Service is subject to checking by us as part of our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

Variations

19. We may at any time, for any valid reason set out in Clause 20 below:
- introduce a fee or charge relating to the Telephone Authorisation and/or the Internet Banking Service and/or vary the amount, frequency or time for payment of any fees or charges relating to the Telephone Authorisation and/or the Internet Banking Service. If we introduce fees or charges or increase fees or charges for the Telephone Authorisation and/or the Internet Banking Service we will notify you by at least one of the following methods: (1) in writing; or (2) by email (which, for Users of the Internet Banking Service, includes the electronic messaging facility which is part of the Internet Banking Service); or (3) by telephone, in all cases at least 30 days before the change takes effect;
 - We will notify you if there is a complete withdrawal of the Telephone Authorisation and/or the Internet Banking Service by writing to you (which for Users of the Internet Banking Service, may be via e-mail including the electronic messaging facility which is part of the Internet Banking Service) at least 30 days before the Telephone Authorisation and/or the Internet Banking Service is withdrawn.
 - make any change to these Terms and Conditions
 - if a change is to your disadvantage, we will notify you by writing to you (which for Users of the Internet Banking Service, may be via e-mail including the electronic messaging service which is part of the Internet Banking Service) at least 30 days before it comes into effect;
 - We may make any other change immediately and notify you about it within 30 days by writing to you or by advertisement in the national press and for Users of the Internet Banking Service, by putting a message on our Website or by e-mail (including the electronic messaging facility which is part of the Internet Banking Service). If you continue to use the Telephone Authorisation and/or the Internet Banking Service after any of the changes set out in Clause 19 (a), (b) or (c) take effect, it will mean that you have agreed to the change;
 - amend or update our Website from time to time. (This may mean that at any one time a stored or retained copy of any of the pages or these Terms and Conditions may be out of date.); and
 - withdraw the Telephone Authorisation and/or the Internet Banking Service. You acknowledge that we are not liable for any loss suffered as a result of the withdrawal of the Telephone Authorisation and/or the Internet Banking Service.
20. The changes referred to in Clause 19 will be proportionate and will be made for one or more of the following reasons:
- by agreement with you;
 - to reflect the introduction or development of new systems, methods of operation, services or facilities;
 - to reflect a change or an expected change in market conditions, general banking practice or the cost of providing our services to our customers;
 - to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the local regulator or Guernsey Law or other regulatory body;
 - to ensure that our business is run prudently and remains competitive;
 - to take account of a ruling by a court, ombudsman, regulator or similar body;
 - to make the Terms and Conditions fairer or clearer for you;
 - to enable us to harmonise our banking, interest or charging arrangements;
 - to rectify any mistake that might be discovered in due course; or
 - to reflect a change or expected change to the rules of any payment scheme which may be applicable to the Account or a card operated on the Account
21. If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Terms and Conditions or a summary of the changes.

Right of Cancellation

22. You have a right to cancel this agreement once the Terms and Conditions have been accepted by you in accordance with Clause 2 and Clause 3 above. The period in which you can cancel this agreement begins on the day after you have accepted these Terms and Conditions in accordance with Clause 2 and/or Clause 3 above and ends 14 days after this date. During this period you may cancel the agreement between us and you in respect of:
- Telephone Authorisation and the Internet Banking Service; or
 - the Internet Banking Service; or
 - Telephone Authorisation (if you are not also at that time registered for the Internet Banking Service)

by giving written notice to us in accordance with the terms of Clause 34. This agreement will be cancelled under this Clause when we receive notice of cancellation from you. There will be no charge for such cancellation. If you do not cancel this agreement, then, subject to these Terms and Conditions, you will be entitled to use Telephone Authorisation and/or the Internet Banking Service and will be bound by these Terms and Conditions.

Termination

23. You may end the agreement between us and you in respect of:
- Telephone Authorisation and the Internet Banking Service; or
 - the Internet Banking Service; or
 - Telephone Authorisation (if you are not also at that time registered for the Internet Banking Service)
- at any time by giving written notice to us in accordance with the terms of Clause 34. We may end the agreement between us and you in respect of Telephone Authorisation and/or the Internet Banking Service at any time by giving you at least 30 days notice.
24. We may also terminate the agreement between us and you in respect of Telephone Authorisation and/or the Internet Banking Service immediately where there is a justifiable, financial or legal reason for us to do so, for example, if:
- You act, or are suspected of acting fraudulently or with negligence;
 - You significantly breach, or threatens to breach significantly these Terms and Conditions; or
 - We suspect that there is a threat to the security of our systems.
25. If a User does not use the Internet Banking Service for 12 months in respect of any of the Accounts of an Account Holder, we may end the agreement between us and you in respect of the Internet Banking Service without notice to you.

Personal Information

26. In the event of unauthorised use of Telephone Authorisation and/or the Internet Banking Service we may disclose any relevant information to the appropriate authorities and you agree to assist us and such authorities.
27. These Terms and Conditions (including Clause 27) shall not, however, operate to limit or reduce the extent of any prior or future data processing notices and/or consents which you have given or which you may give to us in respect of the use and disclosure of your information.

Cash Advances

28. When using Telephone Authorisation and/or the Internet Banking Service, transactions instructed by you for payment of bills from any of your credit card accounts will be treated as cash advances and charged in accordance with the terms and conditions (and current tariff where applicable) relating to your credit card agreement which have been provided to you. The only other charges for using Telephone Authorisation and/or the Internet Banking Service will be your standard Account charges charged in accordance with the terms and conditions (and current tariff where applicable) relating to your Account which has been provided to you.

General

29. We will have available for you upon request information on our current interest rates, fees and charges.
30. In the event that any provision of the Terms and Conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.
31. This agreement (including the Terms and Conditions) and the transactions contemplated by this agreement are governed by and construed in accordance with the law of the Bailiwick of Guernsey and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Guernsey courts. The law of Guernsey is taken by us as the basis for the establishment of relations with you prior to the conclusion of this agreement.
32. You acknowledge that other taxes or costs may exist through the use of Telephone Authorisation and/or the Internet Banking Service that are not paid via us or imposed by us.

Notices

33. Notices, certificates, consents, approvals and other communications in connection with these Terms and Conditions should be given in writing or by telephone (where permitted under the Terms and Conditions) unless:
- otherwise specified in these Terms and Conditions; or
 - We otherwise determine.

Such notices, certificates, consents, approvals and other communications (including any notice of cancellation in terms of Clause 23) can be given to us in writing by post to PO Box 446, St Peter Port, Guernsey, GY1 5BR or by facsimile message to 01481 723663. You may also notify us electronically, but for security reasons, you may only do so by using the electronic messaging facility which is part of our Internet Banking Service.

Such notices, certificates, consents, approvals and other communications can be given to us by telephone (where permitted under the Terms and Conditions) using our Telephone Authorisation. For the avoidance of doubt, notice of cancellation in terms of Clause 27 may only be given in writing.

34. Communications to us may be provided by a User using Telephone Authorisation and/or the Internet Banking Service.
35. A communication is deemed to be sent from where the sender has its place of business and is deemed to be received where the recipient has its place of business. For the purposes of this Clause 35:
- if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and
 - if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's usual place of residence.
 - the date of receipt of a notice given by you to us is deemed to be the date of actual receipt by us and is deemed to take effect from 5pm on the business day after the date of actual receipt

Miscellaneous

We are fully committed to the aims of the Banking and Business Banking Codes whose governing principles are to treat Customers fairly and reasonably, to help Customers understand how their accounts operate and give them a better understanding of banking services and to maintain confidence in the security and integrity of banks. The Banking Code does not apply to the Account but, where possible, we will endeavour to apply the principles of the Code in our dealings with you. Copies of the Banking and Business Banking Codes are available on request at any of our branches and on our Website www.clydesdalebankinternational.com.

Clydesdale Bank International is a trading name of Clydesdale Bank PLC.

There is no Financial Ombudsman Scheme operational on Guernsey.

Deposits with Clydesdale Bank International are not covered by the Financial Services Compensation Scheme established in the UK under the Financial Services and Market Act 2000.

Principal place of Business in Guernsey: Regency Court, Glatigny Esplanade, St Peter Port, Guernsey, GY1 3ZU. Telephone: +44 (0) 1481 711102 Fax: +44 (0) 1481 723663.

Telephone Calls

We draw to your attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality.

PART 4 - TERMS AND CONDITIONS FOR TELEPHONE AUTHORISATION

In addition to the "Terms and Conditions for both Telephone Authorisation and Internet Banking Service" set out in Part 3, the following also apply to the Users of Telephone Authorisation.

Use of Telephone Authorisation

36. Telephone Authorisation applies to all Accounts of the Account Holder with us and may include current, savings, mortgage, loan and credit card accounts.

37. Once:

- a. You have selected your Telephone Security Information; and
- b. You have accepted these Terms and Conditions; and
- c. You have accessed Telephone Authorisation by providing us with details of your password and providing answers to relevant Security Questions

We will register you as a User of Telephone Authorisation.

38. It is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason Telephone Authorisation is unavailable for use or malfunctioning. Other means include, for example, our Internet Banking Service.

39. We may ask you to change your Telephone Security Information for operational or security reasons. You shall do so if we ask you to.

40. You may call us during normal business hours, Monday to Friday 9.00 – 17.00 in Guernsey.

41. We will try to carry out any instructions immediately. If we cannot, we will carry them out as soon as we can, usually on the next Banking Business Day.

42. You will not create any borrowing by using Telephone Authorisation unless such borrowing has been previously agreed by us.

PART 5 - TERMS AND CONDITIONS FOR THE INTERNET BANKING SERVICE

In addition to the "Terms and Conditions which apply to both Telephone Authorisation and the Internet Banking Service" set out in Part 3 and the "Terms and Conditions for Telephone Authorisation" set out in Part 4, the following also apply to Users of the Internet Banking Service.

Use of the Internet Banking Service

43. Once:

- a. You have accepted these Terms and Conditions; and
- b. You have accessed the Internet Banking Service by entering your Customer Number and the initial Internet Password issued to you using Telephone Authorisation; and
- c. You have selected a different Internet Password and your three Security Questions And Answers which are to be used to access the Internet Banking Service

We will register you as a User of the Internet Banking Service.

44. For Telephone Authorisation, you will be taken to have read, understood and accepted these Terms and Conditions when you enter your Unique Registration Reference Number and first use Telephone Authorisation.

45. Access to the Internet Banking Service will be denied to a User if the User enters incorrect Internet Security Information on three consecutive occasions. If this occurs then you should contact our Internet Banking Helpdesk on 01481 711102.

46. It is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the Internet Banking Service is unavailable for use or malfunctioning. Other means include, for example, Telephone Authorisation.

47. If you use an account aggregation service (which is a service which allows you to obtain details of all your on-line accounts (whether such accounts are with us or otherwise) and other information from one website (which website does not form part of the Internet Banking Service), you will be in breach of Clause 9 of these Terms and Conditions (and possibly also other terms and conditions which apply to your Account). You may therefore be liable for any fraud or mistakes that happen on your accounts as a result. We will not be liable for any such fraud or mistakes.

48. It is a condition of use of our Website that you accept the "Rules of Use" which are displayed on our Website as amended from time to time. relation to cancellation or alteration by any other party can only be processed by direct application to the Account Holding Branch.

Allocation of Liabilities

49. Subject to Clauses 14 and 15, you are only liable to pay a maximum of £50 for any losses resulting from unauthorised transactions on an Account using the Internet Banking Service.



Clydesdale Bank International is a trading name of Clydesdale Bank PLC. Clydesdale Bank PLC is a member of National Australia Bank Group. The Guernsey branch of Clydesdale Bank PLC is licensed as a deposit taker by the Guernsey Financial Services Commission, under the Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended and is regulated by the Guernsey Financial Services Commission in the conduct of the business of banking. There is currently no Financial Services Ombudsman Scheme operational in Guernsey. Deposits with Clydesdale Bank International are not covered by the Financial Services Compensation Scheme established in the UK under the Financial Services and Markets Act 2000.

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