

TERMS AND CONDITIONS – PERSONAL & MICRO-ENTERPRISE ACCOUNTS

These terms and conditions (the "Terms"):

- apply if you have an account and/or business banking relationship with FBN Bank (UK) Ltd in the United Kingdom;
- explain our obligations to you and your obligations to us; and
- apply to our key products and services provided to you in the United Kingdom.

Please read these Terms carefully and retain them for future reference. These Terms will continue in force until terminated in accordance with condition 19.

We have tried to express these Terms in language that is easy to understand, but there may be technical terms that you are not familiar with. Please do let us know if you would like an explanation of the meaning of anything contained in the Terms.

The accounts we offer to customers are categorised in these Terms as either "Payment Accounts" or "Non-payment Accounts". Unless a condition says otherwise, it applies to both Payment Accounts and Non-payment Accounts.

The following accounts are Payment Accounts:

- Call Account;
- Current Account;
- Instant Savings Account.

The following accounts are Non-payment Accounts:

- Fixed Term Deposit Account;
- Foreign Exchange Account
- 30 Day Notice Account
- 60 Day Notice Account;
- 90 Day Notice Account.

GENERAL CONDITIONS

1. Introduction

- 1.1 Your agreement with us is contained in:
- these Terms;
 - any additional conditions in respect of a particular product or service that we may agree between us; and
 - the application form or forms you have signed.
- 1.2 The additional conditions include our charges and interest rates tariff, notice periods, minimum or maximum balances and other terms which are specific to a particular account or service. We will provide you with additional conditions when you apply for a new product service. We may also publish them on our website. We will provide you with a copy of these Terms and any applicable additional conditions at any time on request.
- 1.3 If the additional conditions are inconsistent with these Terms, the additional conditions will apply. Similarly, if there is a provision in these Terms that is specific to a particular product or service, that provision will take precedence over provisions of general application in relation to that product or service in the event of inconsistency.
- 1.4 In these Terms "you" and "your" includes all joint account holders and any person you authorise to give instructions on your accounts. "We", "us" and "our" mean FBN Bank (UK) Ltd, and "FBN Group" means us, our parent company and any companies in our group (within the meaning of the Financial Services and Markets Act 2000).

2. Contacting each other

- 2.1 We may contact you by post, telephone, fax, e-mail or by other electronic means (which in these Terms includes the internet and any form of electronic message made by any type of electronic device) using the latest address, telephone number or electronic mail address you have given us. It is your responsibility to ensure that we have your current contact details. We will

continue sending information to you at the last known address we have for you. If you do not inform us promptly of a change to your details, the security of your information could be put at risk.

2.2 You can use the following details to contact us:

FBN Bank (UK) Ltd
28 Finsbury Circus
London EC2M 7DT

Telephone: +44 (0)20 7920 4920

Fax: +44 (0)20 7920 4970

E-mail: info@fbnbank.co.uk

Website: www.fbnbank.co.uk

2.3 We may record or monitor telephone calls and monitor electronic communications (including e-mails) between us so that we can check instructions and make sure that we are meeting our service standards.

3. Giving us instructions

3.1 You can give us instructions in writing by post. Instructions given orally in person or by telephone or by electronic means (including e-mail) can only be accepted if a prior arrangement is in place. The time of receipt will be the time we receive your instructions rather than the time you send them. We cannot change or stop an instruction you give us (although we will tell you if we can stop the instruction in particular circumstances) because we start processing instructions when we receive them. If we are unable to cancel your instructions, we may make a charge as set out in our tariff.

3.2 Before we can act on instructions given to us by telephone or by electronic means (including e-mail) we will agree security procedures with you. By "security procedures", we mean the use of a password, security keys, cards, personal identifier(s), codes, Personal Identification Numbers (PINs) or encryption device(s) which may be changed by agreement between us in the future.

3.3 You must do all that you reasonably can to make sure that the security procedures are kept secret at all times and take steps to prevent unauthorised

use of the security procedures. You must not give details of the security procedures to anyone else or let anyone else use your security procedures. Try to remember any code or PIN and destroy any notification as soon as you receive it. You must never write down or record your PIN or other security procedures. Any security-related device must be kept physically secure, which includes making sure that security details are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.

- 3.4 If you think someone else may know the security procedures, if the security procedures have been breached or if there has been unauthorised access to your Internet Banking account, you must tell us as soon as you can by telephoning us on +44 (0)20 7920 4920.
- 3.5 We are responsible for executing payments sent from and received to your account correctly. If we incorrectly execute a payment, we will refund the payment without undue delay. At your request, we will make immediate efforts to trace an incorrectly executed payment and will notify you of the outcome. If a payment from your account is unauthorised, we will refund the payment amount immediately and, where applicable, restore your account to the position it would have been in had the unauthorised payment not taken place.
- 3.6 Where a payment from your account is unauthorised or incorrectly executed, you will be entitled to a refund only if you notify us in writing without delay and no later than 13 months after the payment was made, unless we have failed to provide you with information about the payment. Where you have authorised a payment initiated by or through a payee (for example, a debit card payment at point of sale), the following conditions must also be satisfied:
- (a) your authorisation to debit your account did not specify the exact payment amount;
 - (b) the amount debited exceeded the amount you had reasonably expected would be taken; and
 - (c) your request for a refund is made within 8 weeks from the date the payment is debited from your account.

You must provide us with such information as is reasonably necessary to check whether the conditions (a) and (b) above have been satisfied.

- 3.7 Except where conditions 3.8 or 3.9 apply, you will only be liable for up to £50 for losses incurred in respect of unauthorised payments from your account arising from the use of a lost or stolen card, or where you have failed to comply with the security procedures.
- 3.8 You will be liable for all unauthorised transactions where you have acted fraudulently or have failed, intentionally or with gross negligence, to notify us in accordance with condition 3.4 or to comply with any term of our agreement with you relating to security procedures.
- 3.9 Unless you have acted fraudulently, you are not liable for any unauthorised transactions on your account that occur after you notify us in accordance with condition 3.4, or where we have not, at any time, provided you with the appropriate means to notify us in accordance with condition 3.4.
- 3.10 We can ask you for all the information you have about the misuse of the security procedures, which we may pass to the police if we think that will be useful.
- 3.11 We will do all that we reasonably can to prevent a breach of security resulting in unauthorised access to your accounts and the information we hold about you. As long as you have not breached condition 3.3 we will accept liability for any loss or damage to you resulting from any breach of security of our systems. To help prevent any security breach you should also read and follow any security procedures we may advise from time to time.
- 3.12 We may remove, suspend or reduce access to your account using our internet and/or telephone banking services, or any of the services we make available to you as part of our internet and/or telephone banking services where:
- we have reasonable grounds to suspect the security procedures have not been kept safe;
 - we have reasonable grounds to suspect unauthorised or fraudulent use of the security procedures; or

- as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

3.13 We can act on instructions given:

- in a document bearing your original signature(s);
- by you orally, provided you have satisfied our identification and verification procedures; or
- by telephone or electronic means, whether or not they were given by you, as long as we have followed security procedures.

3.14 We reserve the right to take additional security measures before acting on instructions from time to time. As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. We may rely on any information quoted in an instruction as correct.

3.15 If you give us an instruction by telephone or electronic means we can ask you to confirm it in writing.

3.16 We can refuse to act on any instruction if:

- we have a good reason for thinking that you did not give us the instruction;
- the instruction is not clear or is incomplete;
- we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
- we reasonably believe that carrying out the instruction may damage our reputation.

If we refuse to act on your instructions, unless there is a security or other legal reason not to, we will notify you by either letter, telephone, fax, e-mail or any other form of communication we agree and if possible give our reasons for doing so. You can obtain information about the refusal and, where appropriate, our reasons for refusing to act on your instructions, along with information on how to correct any errors that led to the refusal, by contacting us in person or by telephone (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

3.17 We will notify you of any financial or other limits we apply to telephone and electronic instructions from time to time. We will tell you if your transaction exceeds any of the limits.

4. Our liability to you and your liability to us

4.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused) but our liability will be the lower of:

- the amount of such loss, injury or damage; and
- the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.

4.2 We will not be liable to you if:

- we do not act on your instructions for any reason under condition 3.16, 11.4 or 16.17;
- the instructions you give us are not correct; or
- we cannot carry out our responsibilities under these conditions as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work and industrial disputes.

4.3 We will not be liable to you in any circumstances for:

- loss of business, loss of goodwill, loss of opportunity, loss of profit;

- any type of special, consequential or indirect loss whatsoever; or
 - loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.
- 4.4 If you break any of these terms, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as any fees for our services that you have not yet paid).
- 4.5 You will all be liable for any amounts owing on joint accounts, including overdrafts and loans. We may recover such amounts from one or all or any combination of joint account holders regardless of which one(s) incurred the liability. In legal terms, this means that each joint account holder will have joint and several liability.
- 4.6 If you use an online service which allows you to view details of more than one online account you may be liable for any fraud or mistakes that happen on your accounts as a result.

5. Using information about you

- 5.1 In order to provide you with the products and services, we need to collect, use, share and store personal and financial information about you ("your information"). This includes information which we:
- (a) obtain from you or from third parties, such as employers, joint account holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations or other parties associated with you, when you apply for an account or any other product or service, or which you or they give to us at any other time; or
 - (b) learn from the way you use and manage your account(s), from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.

- 5.2 Where you provide personal and financial information relating to others (e.g. dependants or joint account holders) for the purpose of opening or administering your account, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with these Terms.
- 5.3 We and other companies in the FBN Group will use your information to manage your account(s), give you statements, provide our services, use for assessment and analysis purposes (including credit and behaviour scoring and market and product analysis), prevent and detect fraud, money laundering and other crime, carry out regulatory checks, meet our obligations to any relevant regulatory authority and to develop and improve our services to you and other customers and protect our interests.
- 5.4 We and other members of the FBN Group will use your information to inform you by letter, telephone, e-mail and other electronic means, about products and services (including those of others) which may be of interest to you.
- 5.5 Other companies in FBN Group with whom we may share information may be located in countries that might not have equivalent laws in place to protect information relating to you.
- 5.6 If we transfer your information in accordance with these Terms to a person, office, branch or organisation located in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to your information and to use your information strictly in accordance with our instructions.
- 5.7 We and credit reference and fraud prevention agencies will share your information. We and other organisations may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes.
- 5.8 Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial association has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any associated records. This association will be taken into account in all future applications

by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a disassociation. Another person's record will be 'associated" with yours when:

- you make a joint application;
 - you advise us of a financial association with another person; or
 - if a credit reference agency has existing linked or associated records.
- 5.9 We do not give information about savings accounts to credit reference agencies.
- 5.10 Even if you do not consent to us passing information to credit reference agencies, we may tell them if you default on a payment due to us, provided that we tell you 28 days in advance to allow you to make payment and prevent your information being passed in this way.
- 5.11 We will retain information about you after the closure of your account, if the banking business relationship has terminated, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 5.12 If we are asked to give a banker's reference to a third party about your ability to undertake a financial commitment, we will request your written permission before we give the reference.
- 5.13 You can ask for a copy of the information we hold about you by writing to us. A fee will be charged for this service. We can also provide the contact details of credit reference agencies if you wish to find out what information they hold about you.
- 5.14 We will not use your information for any other purpose other than as outlined in these Terms.
- 5.15 Your express consent will have been sought to allow us to use your information for all purposes other than operating your account, passing details of default by you to credit reference agencies, dealing with law enforcement

agencies and satisfying our legal obligations. If you wish to withdraw your consent, you may do so at any time by contacting us.

6. Changes to these Terms

6.1 We may change these Terms, our charges and interest rates and introduce changes to our services (including any benefits or services provided as part of an account package) at any time where you will incur no extra cost and we consider this is to your advantage. Changes will normally be caused by market conditions (including any change in base interest rates), changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development, or any other good reason. Changes to interest rates will be made and notified to you in accordance with condition 7.4.

6.2 If your account is a Payment Account, we will give you not less than 60 days' notice of any changes to these Terms, which are to your disadvantage.

6.3 If your account is a Non-Payment Account, we will give you not less than 30 days' notice of any changes to these Terms, which are to your disadvantage.

6.4 We will notify you of any changes to these Terms by:

- sending you written notice by post or by electronic means; or
- putting messages on your statements.

We will tell you about any other changes using the above methods or by posting the information on our website.

6.5 We may introduce changes to these Terms immediately and advise you within 30 days of the change if we reasonably consider the change is not to your disadvantage or if we consider they are necessary to take account of any legal or regulatory requirements. Where we make a major change or several minor changes, we will provide you with revised Terms or a summary of the changes.

6.6 If we make any change to these Terms that is to your disadvantage, you may:

- switch your Payment Account or close it without incurring extra charges or interest, provided you do so within 60 days of receiving notice of the change;
- switch your Non-payment Account or close it without incurring extra charges or interest, provided you do so within 30 days of receiving notice of the change.

If you do not notify us, you will be treated as having accepted the changes.

7. Interest and charges

- 7.1 When you become a customer, we will give you information on the interest rates and charges, which apply to your accounts. We will deduct interest or pay it to you in accordance with those rates and charges. The rates and charges that we deduct from your account are contained in our tariff. You can also find out about current rates and charges by looking on our website, www.fbnbank.co.uk, phoning us or asking our staff. Interest rates will also be displayed on notices at our premises. If you use further products or services in the future, we will inform you of the charges that relate to them and you can ask for information on other products and services at any time.
- 7.2 Unless we tell you otherwise, we work out interest on a daily basis on the amount of the cleared balance on each account at the end of each day. Interest on your account is calculated on the cleared balance.
- 7.3 We pay interest or, if applicable, charge interest and fees by crediting or debiting your account.
- 7.4 We may make changes to interest rates at any time as follows:
- 7.4.1 If your account is a Payment Account and the change is to your advantage, we may make the change immediately and will notify you either before the change comes into effect or at the earliest opportunity afterwards. Where the interest rate on a Payment Account is based on a specified external rate or index, we may apply changes immediately and will notify you at the earliest opportunity afterwards. In all other circumstances, we will give you not less than 60 days' notice of changes to interest rates on Payment Accounts.
- 7.4.2 We will give you not less than 30 days' notice of changes to interest rates on Non-payment Accounts

- 7.5 When we change the interest rates on accounts we will, within three working days of the change, put notices in our premises and on our website. To help you compare rates more easily, our notices will show clearly the old and new rates.
- 7.6 We will tell you our tariff of charges for basic account services and about any changes in the tariff. We will give you 14 days' notice before deducting interest or charges for basic account services which have built up over a charging period. We will also tell you about any charge for a service related to your account which is not in our tariff and we are entitled to charge for additional services provided to you, whether these relate directly to the account or not. We will do this on request or before or when we provide the service to you. If any changes are made to the tariff, details of the revised charges will be sent to you at least 60 days before the implementation date for the changes.
- 7.7 If your account is overdrawn, or you go over your overdraft limit, we may charge you interest and also a fee by debiting your account. We will tell you what the rates are, how interest will be calculated and about any changes in the rates.
- 7.8 We will deduct tax on interest before we pay it to you unless we can pay interest without deducting tax under current legislation. Taxation will be deducted from your account at the prevailing basic rate of tax unless you inform us that you are not subject to such tax. You will need to provide us with a completed form IR 85 or IR 105 if you do not want tax to be deducted at source.
- 7.9 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account. Wherever possible, we will notify you of any such taxes or costs before they become payable.

8. General information

- 8.1 These conditions are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over any dispute arising under them.

- 8.2 We will only write and communicate with you in English.
- 8.3 If we choose not to exercise rights against you immediately we can still do so later.

9. Complaints and redress

- 9.1 If you want to make a complaint we will tell you how to do this and what to do if you are not happy with the outcome. Our staff will help you with any questions you have.
- 9.2 FBN Bank (UK) Ltd's UK activities are covered by the Financial Ombudsman Service. If you want to complain you may do so in person, in writing, by post, fax, e-mail or by telephone. Details of our complaints handling procedures are available on request from our premises, by telephone or on www.fbnbank.co.uk. If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800 or visit www.financial-ombudsman.org.uk.
- 9.3 FBN Bank (UK) Ltd is a member of the Financial Services Compensation Scheme (the "Scheme"). In the event of our default or insolvency, you may be entitled to payments under the Scheme. Payments under this scheme are limited to 100% of the first £50,000 or €50,000 of all deposits, whichever is the higher; this is the maximum claim amount. Joint account holders are each entitled to claim compensation. The above limits on compensation are correct as at the date of these Terms, but may change. Most depositors, including individuals and small firms, are covered. The Scheme covers deposits made with the offices of FBN Bank (UK) Ltd within the European Economic Area and deposits denominated in all currencies are treated alike. Further details of the Scheme are available upon request or from the Financial Services Compensation Scheme. 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, telephone 020 7892 7300 or on www.fscs.org.uk.

CURRENT AND DEPOSIT ACCOUNTS

10. Opening an account

- 10.1 We must see originals of all the account opening documentation. If you wish to keep any original documents, we will take a copy and return the original to you.
- 10.2 We may make enquiries about you with credit reference agencies. We have the right to decline to accept your money or your application to open an account with us. You must be at least 18 years of age to open a personal or business account with us.
- 10.3 We will ask you for a specimen of your signature/s, so that we can pay cheques and other items from your account.
- 10.4 The address that you give us or, in the case of a joint account, either of you gives us, will be the one to which all communications will be sent. You must confirm any change of address in writing, together with updated address verification as set out above, and also any change of name, contact phone number, or e-mail address (if this is how we communicate with you).
- 10.5 We will require you to place a minimum deposit to open an account.

11. Operating the account

- 11.1 Automated withdrawals from your account (e.g. standing orders or direct debits) will, where possible, be debited at the beginning of the working day they are due. Deposits paid into your account on the day an automated withdrawal is expected may not therefore be available to meet that withdrawal.
- 11.2 If you maintain more than one account with us and you deposit funds without indicating to which account they should be credited, we will credit them to whichever of your accounts we think appropriate.
- 11.3 You may make transfers between any of your current and savings accounts by giving us your instructions over the counter, at our premises or in writing. We will, where possible, carry out the transfer on the same day as we receive your instructions.

- 11.4 Your account and the transactions passing through it may be affected by a Court Order: for example, a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.
- 11.5 Withdrawals of large sums from your account will be subject to advance notice. Further details are contained in our tariff.

12. Personal accounts

- 12.1 You can authorise another person to operate your account. If you wish to do so, we will ask you to sign a third party mandate. On joint accounts, all of you must sign. You can also do this by signing a Power of Attorney but you should take advice from a solicitor or other legal adviser before doing so, particularly if you are resident outside the UK as the laws governing Powers of Attorney may differ from those in the UK.
- 12.2 In the event that a petition for a bankruptcy order is presented against you, you agree that we may refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your account's or to carry out any dispositions or transfers of any of your property or assets of any kind unless you have previously obtained an appropriate validation order from the court and set up a separate account or accounts in your name to which any of your future receipts may be credited.

13. Joint accounts

- 13.1 If you are opening a joint account with another person or other persons, we will ask for a specimen signature from all of you.
- 13.2 We will (unless instructed otherwise) accept instructions authorising account withdrawals or other action on the account signed by any one of you (or the survivor of you if one account holder dies).
- 13.3 We will send the statement to the first named account holder, unless you tell us in writing that you each require separate statements. The first named account holder is responsible for passing information we send to the other account holders.

- 13.4 We may disclose to any of you any information we hold about the account. Any one of you will have the authority to give instructions in relation to the account. If any one of you tells us about a dispute between any of you, we may treat this as a notice of cancellation of the authority. If we do, any further transactions will need the authority of you all unless otherwise instructed by all of you. If the dispute is of a serious nature, we may freeze the account and, if the dispute cannot be resolved, we may ultimately close the account.
- 13.5 All joint account holders should pay particular attention to condition 4.5, which describes their liability for actions taken by other joint account holders.

14. Business accounts

- 14.1 We will (unless instructed otherwise) accept instructions authorising account withdrawals or other action on the account signed by any person or persons as authorised on the mandate form.
- 14.2 You can authorise further person/s to operate your account. If you wish to do so, we will ask you to sign the necessary mandate. You can also do this by signing a Power of Attorney but you should take advice from a solicitor or other legal adviser before doing so, particularly if you are resident outside the UK as the laws governing Powers of Attorney may differ from those in the UK.
- 14.3 In the event that:
- a resolution is passed for your winding up;
 - a petition for a bankruptcy order is presented against you,

then you agree that we may refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your account/s or to carry out any dispositions or transfers of any of your property or assets of any kind unless you have previously obtained an appropriate validation order from the court and set up a separate account or accounts in your name to which any of your future receipts may be credited.

14.4 We will accept, for payment into your account, cash and cheques or other items that are payable as follows:

- Company/LLP - to the company/LLP or its trading name;
- Public body—to the public body;
- Sole trader— to you or your trading name;
- Partnership — to any or all partners or your trading name.

15. Fixed term accounts, notice accounts and Instant savings accounts

15.1 Fixed term accounts entitle you to achieve an agreed rate of interest over the lifetime of the deposit. Interest is calculated on the account on maturity. You will be required to place and maintain a minimum deposit in order to open a fixed term account. You will be told the applicable interest rate on the account before you open it in accordance with condition 7. Fixed term accounts can range from between seven days and ten years.

15.2 Notice accounts offer a preferential rate of interest, but you are required to give us notice (of 30 days, 60 days or 90 days) before withdrawing any money from the account. You will be required to place and maintain a minimum deposit in accordance with our tariff. Interest will be credited automatically as set out below:

<u>Type of notice account</u>	<u>Interest</u>
30 day notice account	calculated and applied on last day of each month
60 day notice account	calculated and applied on last day of every second month
90 day notice account	calculated and applied on last day of every third month

15.3 If you need to withdraw money from a fixed term or notice account before the end of the fixed term or the notice period, then you shall be liable to pay a fee in accordance with our tariff. You will be notified of the amount of the fee before you confirm that you wish to make the withdrawal. We will not always be able to permit early repayment of a fixed term account as these

sums may be invested by us in non-readily realisable investments. We therefore reserve the right not to make any such repayment at all.

- 15.4 Instant savings accounts allow you to obtain interest. You will be required to place and maintain a minimum deposit in accordance with our tariff.
- 15.5 Details of minimum deposits, charges for early withdrawal and other charges for fixed term accounts, notice accounts and instant savings accounts are contained in our tariff. Changes to these charges can be made in accordance with condition 7.6.
- 15.6 Details of interest rates are displayed on our website and on our premises and you will be told of the applicable rate before you open your account. Changes to interest rates can be made in accordance with condition 7.4.

16. Credits to and payments out of your account

- 16.1 If we receive instructions and credits for an account before the relevant cut-off time on any business day (which is a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays) we will process them on that day or on the date specified in your instructions. Instructions and credits received after the cut-off time on a business day, or on a non-business day will be processed on the next business day. The cut-off time for payments in sterling or US Dollar is 3.00 pm. The cut-off time for payments in Euro is 12.30 pm. Please contact us for details of the cut-off times applicable to payments in other currencies.
- 16.2 We may return instructions and credits for an account if:
- we believe that by complying with the instruction we might break a law, regulation, code or other duty which applies to us; or
 - we reasonably believe that complying with the instruction or receiving the credit may damage our reputation.
- 16.3 Cash deposited with us in the currency of your account before 3.00 pm on a business day will be credited to your account and made available immediately. Electronic payments to your account in the currency of your

account will be credited and made available to you as soon as we receive them.

16.4 Where you instruct us to make a payment in the European Economic Area ("EEA"), we will credit the institution which holds the payee's account:

- if the instruction is electronic and for payment in sterling or euro, by the end of the third business day following the day on which we received the instruction;
- for all other instructions, by the end of the fourth business day following the day on which we received the instruction.

16.5 For payments outside the EEA, different execution times may apply. We will provide you with further information on request.

16.6 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is either chosen:

- by us; or
- by a bank in the country the payment is being sent to and/or in the country whose national currency is being sent.

16.7 In making an international payment we are acting for you. You will have to comply with any relevant local laws and, provided that any relevant obligations or responsibilities do not arise as a result of our incompetence, you agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you or in respect of any failure by another paying bank to act on our instructions.

16.8 The clearing cycle for cheques and automated payments is the time taken for payments to or from your account to be added or deducted. During this time, we check the instructions in order to confirm that we can accept responsibility for the payment. The "central clearing cycle" takes three business days. This is the time most financial institutions take to clear transactions between

accounts held with a different financial institution. In addition to the central clearing cycle, time must be allowed for physical delivery of instruments of transfer, so you should allow five business days for cheques drawn in sterling to clear when being paid into or from your UK account with us, provided there are no exceptional circumstances associated with the payment. Different times may apply to payments in different currencies. Please call us for further details.

- 16.9 Your statement balance will show credits when we receive them even if they include cheques and other items which are not "cleared" and we may refuse to allow you to draw against these items. However the bank can still return the cheque unpaid, e.g. for lack of funds. If it does so we will debit your account with the amount of the cheque.
- 16.10 If any cheque or uncleared item you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled, we will debit your account with the amount of that payment, whether or not it goes overdrawn and even if we allowed you to make a payment or to take cash against that item. You will incur charges and interest on any overdrawn amount in accordance with our tariff.
- 16.11 You will be able to set up, amend and cancel direct debits and standing orders on your account.
- 16.12 We will "stop" a cheque at your request as long as it has not already been paid. If you do not want us to pay a cheque that you have issued or a standing order or direct debit instruction on the account, you should advise us in person or by telephone at least one business day before the payment is due to be debited, followed by written confirmation. This advice must be accompanied by the following details:
- cheque: cheque number, account number, amount, name of payee and date;
 - standing order: name of beneficiary, amount and frequency where appropriate;

- direct debit: name of originator, amount and frequency where appropriate. You will need to notify the recipient of payments under a direct debit in order to cancel it.
- 16.13 You must complete cheques so that they are not easy to alter and you must not put a date on your cheques which is after the date of the signature. If you do, we will not be liable for any loss to you as a result of us paying a cheque before the date you have put on it.
- 16.14 Cheques normally become out of date after six months and therefore you should pay them in so that they clear in time. We may pay a cheque even if it is not presented to us for payment within six months of the date on the cheque. We reserve the right to return unpaid any such cheque but you must give us instructions to stop payment of the original cheque if you issue a duplicate.
- 16.15 You can stop a cheque before it has been presented to us for payment unless it has been guaranteed. We will make a charge for stopping a cheque in accordance with our tariff.
- 16.16 You must notify us as soon as possible after you become aware that your cheque book has become lost or stolen. We strongly recommend that you advise the bank by telephone immediately, followed by confirmation in writing.
- 16.17 We will refuse to make any payment if you do not have enough money in the account at the close of the working day before the payment is due to be made. In deciding whether you have enough money we take account of any authorised card transactions, any overdraft limit, any cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your account. We will tell you if you can make payments from your account against cheques which are not cleared. We are not obliged to take into consideration funds held on other accounts in your name. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.
- 16.18 If your account becomes overdrawn, we may cancel any of your standing orders, direct debits and other direct payments from your account. Unless

there is a security or other legal reason not to, we will notify you by either letter, telephone, fax, e-mail or any other form of communication we agree and if possible give our reasons for doing so. You can obtain information about the refusal and, where appropriate, our reasons for refusing to act on your instructions, along with information on how to correct any errors that led to the refusal, by contacting us in person or by telephone (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information). If your account is subsequently in credit, those payments will not be reinstated automatically. If you wish to reinstate them, you must apply in writing.

16.19 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the interest payable on the account.

16.20 Unless we agree otherwise when you give us an instruction to make a payment, we will decide how the payment will be sent.

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16.21 If you receive a payment in a foreign currency, we will tell you the original amount received and any charges. We will not charge you if the sender has agreed to pay all the charges.

16.22 There may be a delay in us carrying out your instructions for a payment to be made from your account while monitoring and/or fraud prevention checks take place.

16.23 We may freeze payments out of your account if we suspect a fraud is being perpetrated. This could involve unauthorised access to the account or a dispute as to ownership in relation to a joint account.

16.24 Transactions on your statement will be clearly marked with a value date. This is the date from which you can draw against these funds or will be paid interest on the funds. Cash deposited in the currency of your account will be given value on the same day, but cheques paid in that are drawn on a bank in

the UK will be given a value date five working days after the date it was paid in the absence of complications.

- 16.25 Cheques drawn on banks elsewhere will be sent on collection and we will add the amount, less charges, to your account only when we have received the money from the bank on which the cheque is drawn.
- 16.26 If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we reserve the right not to accept it for any account other than the account of the person named on it.
- 16.27 We will keep original cheques paid from your account for six years unless we have returned them to you.

17. Statements

- 17.1 Once a month or at a frequency agreed between us, we will provide statements showing all amounts added to or taken from your account since the previous statement. Where we have agreed to provide you with statements less frequently than once a month, you can request a copy of your statement at any time. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.
- 17.2 If you dispute a cheque payment on your statement, we will provide a copy of the cheque to you as evidence. If there is an unreasonable delay in us dealing with the matter, we will credit your account with the amount of the disputed cheque.
- 17.3 You may ask us to hold all statements relating to your accounts on your behalf ("Hold Mail" service). Any such request for this service must be made in writing. You agree to assume all risks associated with Hold Mail service, including damages resulting from any delay in receipt of, or non-receipt of, in communications. We may refuse a request for the Hold Mail service where we consider that it is important for you to be kept up to date, or where we

require instructions from you. A fee is payable for this service, details of which are set out in the tariff.

18. Temporary overdrafts

- 18.1 We will only offer an overdraft facility to customers on a case-by-case basis where you have requested the service and we consider the overdraft to be short-term and temporary and we consider that you are fully capable of repaying the overdrawn amount. We may agree the interest rate before creating the facility, but in the absence of agreement, the rate for temporary overdrafts set out in our tariff will apply. We will also apply a charge in accordance with our tariff.
- 18.2 We may change interest rates payable on overdrafts at any time. If the change is to your advantage, we may make the change immediately and will notify you either before the change comes into effect or at the earliest opportunity afterwards. Where the interest rate payable on overdrafts is based on a specified external rate or index, we may apply changes immediately and will notify you at the earliest opportunity afterwards. In other cases, we will give not less than 60 days' advance notice of changes to interest rates payable on overdrafts.
- 18.3 You are responsible for contacting us in advance to arrange an overdraft facility if you believe that your account is likely to become overdrawn. Individual terms will be agreed between us as to the overdraft limit and duration at this time.
- 18.4 If you do not contact us in advance before becoming overdrawn, we have the option of either refusing to honour a commitment you have entered into or establishing an unarranged temporary overdraft. Unarranged temporary overdrafts are subject to our overdraft fee and interest as set out in our tariff.
- 18.5 Individuals are personally responsible for any money owed to us.
- 18.6 Joint account holders are individually and jointly liable for money owed to us. We have the right to demand repayment from all or any account holders for all or part of such money.

- 18.7 Where you (or any of you, in relation to a joint account) have any other account with us or FBN Group in your sole name (or in any of your sole names or in all of your names in relation to joint account holders) and that account has a credit balance, we can set off this balance against any money owing to us under the overdraft. Failure to repay the overdraft could lead to us seeking to freeze any account or other assets you hold with us or FBN Group.
- 18.8 Any temporary overdraft shall be repayable to us on demand. We may also reduce any agreed overdraft limits on demand.
- 18.9 You should not take out an overdraft before ensuring that you will be able to repay it and we shall require additional evidence of your ability to repay before granting an overdraft where your financial history does not provide sufficient evidence. If we are unable to provide you with an overdraft, we will inform you in writing.
- 18.10 We shall be entitled to assume that you have cancelled your overdraft if you pay sufficient sums into your account to cover it, subject to express agreement to the contrary between us (including an agreement as to the term of the overdraft when it was first taken out). If you subsequently become overdrawn after the agreed term of the original overdraft, you will incur further charges as if a new overdraft were being arranged.
- 18.11 If you are unable to pay back an overdraft we may sell your debt to another organisation or possibly to a debt collection agency.

19. Closing your account

- 19.1 You can close your account at any time by telling us. We may ask you to confirm this in writing or in person. If you do tell us you must refrain from using our banking services or facilities without our consent. In the case of joint accounts, all account holders will be required to notify us to close the account.
- 19.2 If one account holder on a joint account dies the survivor(s) may withdraw any account balance.

- 19.3 If we close a joint account, we will seek the instructions of all account holders before paying out the proceeds. The account will remain frozen until we are able to pay out the proceeds.
- 19.4 We will, subject to fulfilling any anti-money laundering duties we have as a bank, pay the proceeds of an account in accordance with your instructions.
- 19.5 Subject to conditions 19.6 and 19.7 below, we can end our banking relationship with you by telling you in writing. We will give you at least 60 days' notice. We can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you at least 12 weeks' notice. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.
- 19.6 We may take action to close your account immediately in exceptional circumstances such as if we reasonably believe that:
- you are not eligible for an account;
 - you have given us any false information at any time;
 - you, or someone else, are using the account illegally or for criminal activity;
 - it is inappropriate for a person authorised to give instructions on your account to operate it;
 - your behaviour means that it is inappropriate for us to maintain your account;
 - by maintaining your account we might break a law, regulation, code or other duty which applies to us;
 - by maintaining your account we may damage our reputation; or
 - you have been in serious or persistent breach of these Terms or any additional conditions which apply to an account.
- 19.7 We may also take action to close your account immediately if:
- you are unable, or admit you are unable, to pay your debts;

- there is any resolution or petition for your bankruptcy or liquidation or insolvency proceedings are commenced in relation to you in any jurisdiction (except as part of a reorganisation agreed by us);
- any security is enforced or a receiver or similar official is appointed in respect of any of your assets (except in a solvent liquidation);
- 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 you;
- you propose a voluntary arrangement, composition or assignment with your creditors; or
- any other circumstances occur in any other jurisdiction which lead us to believe your obligations to us will not be met.

19.8 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any Internet Banking software we have provided. You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made, which have not been taken out of your account. These conditions will continue to apply until the account is closed.

19.9 When your account is closed it is your responsibility to cancel any direct payments to or from your account, Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.

19.10 There is no minimum duration of the life of an account.

19.11 If you have money in a dormant account, it will always be your property or, if you die, it will form part of your estate. In order to re-activate an account, you will need to prove that you are the owner of the account; we will tell you what is required in order to do this.

20. Cancelling or changing your account

- 20.1 If you are not happy about your choice of current or savings account, other than an account where we guarantee a fixed rate of interest, you may cancel it within 14 days of the later of:
- the day the contract is entered into; or
 - the day on which you receive these Terms, any additional conditions (where applicable) and our tariff.
- 20.2 You must notify us in writing if you wish to cancel your account. If you cancel your account, we will help you switch to another of our accounts or we will give all your money back with any interest earned on a non-fixed rate savings account within 30 days of receipt of your notice of cancellation, and we will not impose any extra charges. We will ignore any notice period and any extra charges, although you will be liable to pay any standard interest or fees due to us on an overdraft. We will however pay any interest due to you for the period funds were held by us. If, at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges for supplying those services. If you cancel your account, you must return any monies or other property you have received from us without undue delay and in any event within 30 days of you sending your notice of cancellation. We may set-off any amount owed by you to us against any amount owed by us to you under this condition 20. If you do not cancel your account, you will remain bound by these Terms until your account is closed.
- 20.3 These provisions do not relate to deposit accounts that attract a fixed rate of interest over a set period of time. We will not refund any interest or charges due to us under an overdraft or loan if you choose to cancel your account.
- 20.4 If you decide to move your current account to another financial institution, we will give them information on your standing orders and direct debits within three working days of receiving their request to do this.
- 20.5 Also we will close or move your current account, without charge, when you ask us to do so. This will include providing your new bank with details of

standing orders, direct debits as soon as is reasonably possible and, in any event, within three business days.

DEBIT CARD CONDITIONS

21. Security

- 21.1 IMPORTANT NOTICE - Loss or misuse of your FBN Bank (UK) Limited Debit Card. If the card is lost or stolen, or you suspect that someone knows the PIN, you must phone us immediately on +44 (0)20 7826 3025 or visit us in person.
- 21.2 You (and any additional cardholder) must do the following with any card that is issued to you:
- Immediately sign the signature strip on the reverse of the card
 - keep the card secure at all times and do not allow any other person to use it;
 - on receiving the PIN advice slip, memorise the PIN and then immediately destroy the PIN advice slip;
 - never write down the PIN in any way which could be understood by someone else.
- 21.3 You may collect your Debit Card and/or confidential pin from our premises.
- 21.4 If you have forgotten your PIN or you suspect that it has been compromised in any way you must notify us and we will supply a new one in accordance with condition 21.3.
- 21.5 You (and any additional cardholder) must not use the card before or after the period it is valid for or after you receive notice that we have cancelled or withdrawn the card.
- 21.6 You (and any additional cardholder) must not use the card if to do so would overdraw the account without our prior agreement, or would increase any borrowing on the account to more than we have agreed.

21.7 We own the card and if we ask, you must cut the card in half and return it to us. We, or anyone acting for us, may keep the card at any time. For example we may withdraw a card and instruct any third party to keep hold of it if you try to use it in breach of these terms.

22. Using cards

22.1 The card may be used along with the PIN to obtain cash, up to the daily limit for the card subject to there being sufficient cleared funds in your account, from any cash machine/ATM displaying the MasterCard logo. This may be subject to cash withdrawal fees being charged by the ATM provider.

22.2 We will advise you of the daily cash withdrawal limit on your card and may adjust it from time to time.

22.3 When there is a transaction in a foreign currency on your account, MasterCard will convert it into the currency of your account. This may be subject to foreign exchange conversion./ transaction charges.

22.4 On each business day, any available funds on the account will be used first, in priority to paying any other debit from the account, to pay any transaction notified to us since the previous business day.

22.5 You are responsible for all transactions carried out using any card issued for use on your account and must meet any liability and make payments in respect of such transactions. If the account is in joint names, although each of you may have your own card, each of you is fully responsible for all transactions carried out using any card issued for use on the account and must meet any liability and make payments in respect of such transactions.

22.6 If you believe a card transaction on your account has not been authorised by you, you must inform us immediately. We will tell you what information we need to verify that the transaction was not authorised by you. If we agree that the transaction was unauthorised we will try to stop payment but you may be responsible for the loss depending on the circumstances. However, unless you have acted fraudulently or without reasonable care, we will not apply any interest on the unauthorised transaction.

22.7 We may apply charges if you use your card in certain ways. Details of any such charges will be set out in the tariff.

23. Authorisation

23.1 A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to authorise the payment if:

- your card has been reported as lost or stolen, or we have reason to suspect your card has been lost or stolen;
- you or any additional cardholder have broken these Debit Card Conditions;
- taking account of all other transactions on your account that we have authorised, including those not yet debited from your account, there are insufficient funds available in your account to make the payment.

24. Liability for cards

24.1 If the card is lost or stolen, or you suspect that someone knows your PIN, you must notify us immediately by following the instructions set out in the Important Notice at the beginning of these Debit Card Conditions.

24.2 You will be responsible for all losses caused by the misuse of your card by someone who has the card with your permission.

24.3 Provided you have not acted fraudulently, you will not be responsible for any losses which result from:

- the misuse of your card after you have notified us that it has been lost or stolen or that someone else knows your PIN;
- someone else using your card details without your permission for a transaction where the cardholder does not need to be present, provided you notify us of such use of the card without undue delay on becoming aware of the misuse;;

- the unauthorised use of your card or card details where we have not, at any time, provided you with the appropriate means to notify us in accordance with condition 21.1;
 - the misuse of your card before you have received it;
- 24.4 You will be liable for all unauthorised transactions where you have acted fraudulently or have failed, intentionally or with gross negligence, to notify us in accordance with condition 21.1 that your card has been lost or stolen or that someone else knows your PIN.
- 24.5 Except where conditions 24.2, 24.3 or 24.4 apply, you will only be liable for up to £50 for losses resulting from the use of a lost or stolen card, or where you have failed to comply with condition 21.2.
- 24.6 Once we receive notice of the loss, theft or possible misuse of your card, we will cancel the card. If the card is then found you must not use it and you must return it to us immediately (cut once through the magnetic strip and once through the chip).
- 24.7 We will not be liable if any party refuses to accept the card for any transaction you wish to carry out.

25. Additional cardholder

- 25.1 You (in the case of joint accounts, all of you) may ask us to issue a card and PIN to someone else. If we agree to do this, you are responsible for ensuring that the additional cardholder complies with these Terms and you will have to pay for all transactions carded out using the additional card and PIN, including those charged to the account after the additional card has been returned to us.
- 25.2 You authorise us to pass information to the additional cardholder. This information will include, but will not be restricted to, details of the account.

26. Giving out information about cards

26.1 You authorise us to give any appropriate third party any relevant information in connection with the loss, theft or possible misuse of the card or PIN or in order for us to meet our obligations as a member of MasterCard scheme.

27. Recurring transactions on your card

27.1 If you set up a recurring transaction (other than a direct debit or standing order) which enables a third party to collect payments from your card, this will not be covered by the Direct Debit Scheme. It will be necessary for you to notify the third party in order to cancel the recurring transaction and we recommend that you keep a record of such notification or other proof of cancellation.

28. Ending your right to use the card

28.1 If we consider it appropriate we may suspend, withdraw or restrict the use of a card and PIN where:

- we have reasonable grounds to suspect the card or PIN have not been kept safe;
- we have reasonable grounds to suspect unauthorised or fraudulent use of the card or PIN; or
- as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

28.2 If your account is closed, you will no longer be entitled to use your card.

28.3 You will not be entitled to use your card if you receive an instruction from us not to carry out any further transactions (including withdrawals) on your account.

- 28.4 You may end your use of the card (and the use of the card by any additional cardholder) at any time by giving us notice in writing and returning the card or cards to us (cut once through the magnetic strip and once through the chip).
- 28.5 If your use of the card (or the use of the card by any additional cardholder) is ended, you remain responsible for all transactions carried out with the card.

SPECIAL CONDITIONS

29. Special conditions relating to foreign currency accounts, cheques drawn abroad, foreign currency cheques and foreign exchange services

- 29.1 All foreign currency credit balances are held for us by a correspondent bank we choose in a country that issues the currency and are subject to any local practices and laws. You should be aware that different countries will have different working days. You are responsible for any exchange rate risk.
- 29.2 Notice periods for withdrawals from foreign currency accounts vary according to the currency. Details are available on request and the current terms will be notified to you before you seek to make a withdrawal.
- 29.3 You must repay overdrafts in freely convertible and transferable funds in the relevant currency, at such banks as we may specify.
- 29.4 When we convert foreign currency we will do so at the exchange rate on the first available working day. The timing of debits and credits to your account depends on the currencies involved. The exchange rate that we apply will be notified to you at the time of the transaction or, where this is not possible, we will inform you later. You can also obtain information on exchange rates by contacting our your Relationship Manager. Where you are remitting money abroad, the recipient may also be subject to foreign exchange and processing charges.
- 29.5 We may accept foreign cheques and other items on the terms set out in our tariff. Cheques payable abroad which may be received for payment into your account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason we will debit your account even if the return takes place after we have advised you of payment of the cheque. Negotiation and collection of cheques shall be subject to the current

International Chamber of Commerce Uniform Rules for Collections. We will tell you the original amount received and any charges applied in relation to sums received from abroad. If the sender agrees to pay all charges, we will not take off charges when we pay the money into your account.

29.6 You must endorse any foreign cheques you pay into your account. This means that you must sign on the back. Your signature should be in the same form as the specimen signature held in our records.

29.7 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to collect foreign cheques for you. Any cheques handled on a collection basis will be subject to the latest Uniform Rules for Collections, as published by the International Chamber of Commerce.

29.8 If you want to transfer money abroad, you can contact us to arrange for such payment. We will tell you how long it will take to effect the transfer and what exchange rate shall apply. We will charge a commission for foreign transfers in accordance with our tariff.

INTERNET BANKING SERVICE

30. Internet Banking Transactions and Records

30.1 You will be able to access information about your account and our products and services via our website, www.fbnbank.co.uk. You may also execute account transactions online by following the instructions contained on the website from time to time. We will inform you on the website whether your instructions have been received so as to enable us to proceed with the transaction. A record of the transaction shall be reflected in your statement. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Internet Banking service.

30.2 You agree not to object to the admission of our records as evidence in any legal proceedings on the grounds that such records are not originals, are not in writing or are documents produced by a computer.

31. Security

31.1 We will take reasonable care to ensure the security of and prevent unauthorised access to our electronic banking services.

31.2 You must:

- ensure your computer and modem comply with the standards and requirements we communicate to you from time to time;
- carry out your own regular virus checks and use up-to-date anti-virus and spyware software and a personal firewall;
- follow the procedures and instructions in the user guidance that we give you from time to time;
- not attempt to change any software provided by us;
- not copy or allow any third party to use or copy any software provided by us without our consent;
- tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any suspected fraud;
- not leave the terminal or other device from which you have accessed the Internet Banking service at any time or let anyone else use it until you have logged off the Internet Banking service. You will be responsible for ensuring that you have logged off the Internet Banking service at the end of any session;
- treat all e-mails you receive with caution. Neither the police nor we will ever ask you to reveal any PIN or password;
- change your password immediately to an alpha numeric that you have not used before, if there has been a security breach or unauthorised access to the Internet Banking service.

32. Your liability for unauthorised transactions

- 32.1 We will refund you the amount of any transaction carried out in accordance with any instruction where your password and PIN have been used without your authority, other than in the circumstances set out in condition 32.2 below. Where we are liable for any unauthorised transaction, we will refund the payment amount immediately and, where applicable, restore your account to the position it would have been in had the unauthorised payment not taken place
- 32.2 You will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted with gross negligence so as to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this condition 32, gross negligence shall be deemed to include failure to observe any of your security duties referred to in these terms.
- 32.3 You will not be responsible for any unauthorised transactions carried out after you have notified us of any unauthorised access to the Internet Banking service or unauthorised instruction or that you suspect that someone else knows your user ID, password and PIN, unless we can show you have acted fraudulently.

33. Our liability to you

- 33.1 We will take reasonable care to ensure that any information provided to you by the Internet Banking service is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the product and circumstances beyond our control, we do not warrant that the information provided by the Internet Banking service is accurate or error free. Some of the information available through the Internet Banking service may be identified on the screens or in the user guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.
- 33.2 You agree that, unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for:

- any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Internet Banking service; or
- any services through which you access the Internet Banking service or which you access through the Internet Banking service which are not controlled by us.

33.3 We shall not be liable to you for any loss you suffer due to any event or circumstances beyond our reasonable control which leads to the Internet Banking service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure.

33.4 Due to the nature of the Internet Banking service, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Internet Banking service unless such loss or damage is directly and solely caused by our negligence or deliberate default.

34. Internet Banking outside the UK

34.1 If you use our electronic banking service outside the UK you do so at your own risk. It is your responsibility to ensure that, if outside the UK, your ability to use the Internet Banking service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Internet Banking service in other jurisdictions.

35. Fees and changes to the service

35.1 You are liable for any telephone charges and any charges made by your internet service provider as a result of the use by you of the Internet Banking service.

35.2 Currently, we do not make any specific charges for using our Internet Banking service, although we reserve the right to do so in the future. However, before any such charges are introduced we will give you 60 days' notice personally by post, e-mail or other means before we make the change and without giving us any notice, you may, at any time up to 60 days from the

date we tell you of the change, terminate this contract. If you choose to continue using the Internet Banking service after the charges take effect you authorise us to debit any of your accounts with such charges.

- 35.3 The site(s) or screens through which you access the Internet Banking service are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.

LENDING ARRANGEMENTS

36. Additional conditions relating to lending arrangements

- 36.1 We may agree to enter into individually negotiated loan or financing agreements or letters of credit with business account holders. These will be governed by separate terms and will constitute additional conditions for the purposes of condition 1.1.

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