



**BANK UK**

Internet Banking  
APPLICATION FORM  
FOR BUSINESS CUSTOMERS (Sub-User)

Date

I/We nominate and request you to register the following individual(s) as a Sub-User.

**Account Details** *(Please insert your existing current and/or savings account details)*

Title of Account (Business Name)

Account Number

**1. Sub-User Details**

Title

Forename (s)

Surname

Date of Birth  Mobile Number

Passport No  Driving Licence No

Email Address

**Allocated Account Number** *(attach sheet in case of additional accounts)*

(a) Account No  (c) Account No

(b) Account No  (d) Account No

**Access Rights**

View Statements & Enquiries

Create Payments

Authorise Payments *(Note: The combination of creator and authoriser or vice versa cannot be used to avoid possible misuse of authorities)*

Cheque Book Request

**Security Details** *(for identity verification when making call to Internet Banking Call Centre for any inquiry and/or assistance)*

My Place of Birth

Memorable Place

Mothers Maiden Name

**To be completed by the Sub User**

The above details about me are correct. I agree to and shall abide by the Terms, a copy of which has been provided to me.

Signature

*(Sub-user's Signature)*

## 2. Sub-User Details

Title	<input type="text"/>		
Forename (s)	<input type="text"/>		
Surname	<input type="text"/>		
Date of Birth	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>	Mobile Number	<input type="text"/>
Passport No	<input type="text"/>	Driving Licence No	<input type="text"/>
Email Address	<input type="text"/>		

## Allocated Account Number *(attach sheet in case of additional accounts)*

(a) Account No	<input type="text"/>	(c) Account No	<input type="text"/>
(b) Account No	<input type="text"/>	(d) Account No	<input type="text"/>

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Cheque Book Request

## Security Details *(for identity verification when making call to Internet Banking Call Centre for any inquiry and/or assistance)*

My Place of Birth	<input type="text"/>
Memorable Place	<input type="text"/>
Mothers Maiden Name	<input type="text"/>

## To be completed by the Sub User

The above details about me are correct. I agree to and shall abide by the Terms, a copy of which has been provided to me.

Signature   
*(Sub-user's Signature)*

### 3. Sub-User Details

Title	<input type="text"/>		
Forename (s)	<input type="text"/>		
Surname	<input type="text"/>		
Date of Birth	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>	Mobile Number	<input type="text"/>
Passport No	<input type="text"/>	Driving Licence No	<input type="text"/>
Email Address	<input type="text"/>		

### Allocated Account Number *(attach sheet in case of additional accounts)*

(a) Account No	<input type="text"/>	(c) Account No	<input type="text"/>
(b) Account No	<input type="text"/>	(d) Account No	<input type="text"/>

### Access Rights

View Statements & Enquiries

Create Payments

Authorise Payments *(Note: The combination of creator and authoriser or vice versa cannot be used to avoid possible misuse of authorities)*

Cheque Book Request

### Security Details *(for identity verification when making call to Internet Banking Call Centre for any inquiry and/or assistance)*

My Place of Birth	<input type="text"/>
Memorable Place	<input type="text"/>
Mothers Maiden Name	<input type="text"/>

### To be completed by the Sub User

The above details about me are correct. I agree to and shall abide by the Terms, a copy of which has been provided to me.

Signature   
*(Sub-user's Signature)*

## 4. Sub-User Details

Title	<input type="text"/>		
Forename (s)	<input type="text"/>		
Surname	<input type="text"/>		
Date of Birth	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>	Mobile Number	<input type="text"/>
Passport No	<input type="text"/>	Driving Licence No	<input type="text"/>
Email Address	<input type="text"/>		

## Allocated Account Number *(attach sheet in case of additional accounts)*

(a) Account No	<input type="text"/>	(c) Account No	<input type="text"/>
(b) Account No	<input type="text"/>	(d) Account No	<input type="text"/>

## Access Rights

<input type="checkbox"/> View Statements & Enquiries	<input type="checkbox"/> Create Payments
<input type="checkbox"/> Authorise Payments <i>(Note: The combination of creator and authoriser or vice versa cannot be used to avoid possible misuse of authorities)</i>	<input type="checkbox"/> Cheque Book Request

## Security Details *(for identity verification when making call to Internet Banking Call Centre for any inquiry and/or assistance)*

My Place of Birth	<input type="text"/>
Memorable Place	<input type="text"/>
Mothers Maiden Name	<input type="text"/>

## To be completed by the Sub User

The above details about me are correct. I agree to and shall abide by the Terms, a copy of which has been provided to me.

Signature	<input type="text"/>
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*(Sub-user's Signature)*

## Authority & Confirmation

Unless otherwise defined in this document, capitalised words shall be as defined in the Business Customer Internet Banking Agreement – Terms and Conditions (the "Terms"). By signing this application form I/we (the business) confirm that I/we have taken all necessary action(s) to authorise the signing of this form and the entry into and performance of the Terms and that such authorisation is in accordance with our relevant constitutional documents; and that I/we have read and understood the Terms, a copy which I/we have received and agree to be bound by them. I/We (the business) authorise and instruct you to accept and act on all instructions when any Sub-User uses the HBL Bank UK Internet Banking Service and to pay to and from my/our account(s) the amounts instructed by any Sub-User.

Name & Designation of Authorised Signatory	<input type="text"/>	Customer Signature / Signature of Authorised Signatory	<input type="text"/>
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## For Bank Use Only

Date Received	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>	Approved By	<input type="text"/>
Customer ID	<input type="text"/>	<i>(CPU Manager's name &amp; stamp)</i>	
AOF/KYC Complete?	<input type="checkbox"/> Y <input type="checkbox"/> N	Signature	<input type="text"/>
		<i>(CPU Manager's)</i>	

# BUSINESS CUSTOMERS INTERNET BANKING AGREEMENT

## TERMS AND CONDITIONS

This document is a legal agreement and contains the terms and conditions ("Terms") pursuant to which we, HBL Bank UK, provide our internet banking service to our business customers. These Terms are in addition to the Terms and Conditions for Business Accounts which have been previously provided to and accepted by you.

### 1. Agreement

- 1.1 These Terms shall apply to you if you have requested and we have agreed that you may use our internet banking service.
- 1.2 These Terms set out our obligations to you and your obligations to us for use of our internet banking service.

### 2. Definitions

- 2.1 Unless otherwise stated herein, the words defined below shall mean the following:

"Login Password" means the unique auto generated password, phrase, number or any other identification of any kind initially given to a Sub-User by us which is required by a Sub-User to login to use the Service and which the Sub-User will be required to change on receipt and as prompted by our system from time to time.

"Owner Sub User" means a 'sole trader' or a 'director of a sole director company'

"Security Details" means the User Login ID, Login Password, Transaction PIN, identifying words, user name, codes and numbers agreed between the Sub-User and us that are used in the security and authentication procedure(s).

"Service" means our internet and online banking services when accessed using the internet.

"Sub-User(s)" means the person(s) nominated and authorised by you to operate the Service and give instructions provided that we have agreed to such person being appointed.

"Transaction PIN" means the auto generated password, phrase, number or any other identification of any kind initially given to a Sub-User by us which a Sub-User will require to effect any transaction and which the Sub-User will be required to change on receipt and as prompted by our system from time to time.

"User Login ID" means the unique auto generated personal identification number given to you by us.

"We", "us", or "our" means HBL Bank UK Ltd (trading as HBL Bank UK) or any abbreviated or registered name by which we are known.

"You", "Your" means the business customer named in the internet banking service application form who has an account(s) with us on which the Service is available, and as the context admits any Sub-User.

### 3 Registration to use the Service

- 3.1 In order to be eligible and to use the Service you must be a business customer of ours and properly complete: (i) the necessary internet banking application form(s) for the Service; (ii) the Sub-User application form(s); and (iii) any other forms that we may request.
- 3.2 If your application(s) is/are accepted by us then we will notify you by email (to the person and at the email address stated by you in the applicable internet banking application form) and by separate email to the Sub-User(s) (at the email address stated in the Sub-User application form) confirm their User ID, Login Password and Transaction Password.
- 3.3 In order to use the Service:
  - 3.3.1 a Sub-User must log-in to the Service and follow the on-line security and other procedures and complete the Security Details, when prompted;
  - 3.3.2 to effect any transfer or payment from your account(s) a Sub-User (the "Creator") must follow the on-line security and other procedures, when prompted. On successful completion of the said procedures and in order to complete and authorise any transfer or payment the Creator must request another Sub-User (the "Authoriser") to log-in and follow the on-line security and procedures, when prompted. It is clarified that it is the Creator and Authoriser's responsibility to liaise with each other and that no transfer or payment can be effected without both of them completing the on-line procedures. Any delay in authorisation by the Authoriser will not be our responsibility.
- 3.4 For sole trader and sole director companies:
  - 3.4.1 The sole trader and the director of a sole director company shall be the Sub-Users of such entities (subject to these Terms). For the purposes of this clause these persons shall be called "Owner Sub-Users".
  - 3.4.2 The procedures stated in clause 3.3.2 above shall not be applicable to Owner Sub-Users. They will be able to effect any transfer or payment by following the on-line security and other procedures, when prompted.
  - 3.4.3 If a sole trader or a sole director company, in addition to the Owner Sub-Users, appoints another person to be a Sub User; (i) the procedures stated in clause 3.3.2 above shall not be applicable to Owner Sub-Users and they will be able to effect any transfer or payment by following the on-line security and other procedures, when prompted; (ii) the Sub-User will not be able to effect any transfer or payment unless the procedures in clause 3.3.2 are followed.
- 3.5 You authorise us to obtain and/or perform electronic identification and verification of any information supplied by you from third parties. It is clarified that this authorisation permits us to disclose personal information (as defined in the Data Protection Act 1998) to third parties that we may from time to time instruct to undertake identity verification and checks about you.
- 3.6 If any information provided by you and/or Sub-User is untrue, inaccurate, not current or incomplete in any respect, we have the right with or without notice to terminate your registration and refuse access to and/or your use of the Service.

#### 4 Authority

- 4.1 You authorise and instruct us to accept and act on all keystroke and/or other electronic instructions given by any Sub-User as may be permitted by the Service including the transfer of funds between your accounts with us and paying to and from your account(s) when any transaction has been authenticated by the use of the Security Details and any security procedures we may require the Sub-User to follow.
- 4.2 You authorise and instruct us to treat all apparently valid instructions received by the Bank through the Service as instructions or other communications properly authorised by you, even if made fraudulently and even if they conflict with the terms of any other mandates given by you at any time concerning your accounts or affairs. Subject to our obligations in Clause 4.1, we shall be under no other obligation to check the authenticity of the instructions or the authority of the person or persons giving them.
- 4.3 You and the Sub-Users are responsible for the accuracy and completeness of instructions and for ensuring that they will achieve your intended purpose. We are not liable for any loss or delay where the contents of any instruction are inaccurate or incomplete.

#### 5 Security Procedure

It is clarified that in this clause the term "you" and "your" means you and each Sub-User.

- 5.1 Subject to the other Terms, upon your successful registration for the Service you shall, when prompted by our system(s), complete any Security Details and any security procedures in order to use the Service.
- 5.2 You must at all times keep the Security Details secret and secure and take all reasonable precautions to prevent unauthorised or fraudulent access and/or use of them. For example, you must:
  - 5.2.1 never write or otherwise record your Login Password in a way that can be understood and/or known by someone else or for any other reason;
  - 5.2.2 avoid any Security Details which are easy to guess and never reveal your Security Details to anyone else; and
  - 5.2.3 change your Security Details regularly.
- 5.3 You must not disclose the Security Details to any other person.
- 5.4 You acknowledge that after initial registration we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- 5.5 You will be responsible for all instructions given by you between the time you pass the security procedures and the time you exit from the Service. In your own interests, you should not leave the computer/device you are using to access the Service unattended while you are logged onto the Service and/or our website and further you should ensure that you log out from the Service at the end of each session.
- 5.6 If you suspect someone knows your Security Details then you must contact us immediately. If you fail to do so, you will be liable for any unauthorised payments on your account(s) confirmed by use of the Security Details.
- 5.7 You must immediately notify us; (i) of any known or suspected loss, theft, unauthorised usage of the Service and/or the Security Details; (ii) any other breach of security; (iii) any receipt by you of a confirmation of a transaction, fund transfer or other activity which you did not authorise; (iv) any inaccurate information in your account balances or transaction history and if you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of the Security Details.
- 5.8 Notwithstanding anything stated elsewhere in these Terms and despite the correct use of the security procedures and Security Details, we shall be entitled in our sole discretion (but shall not be obliged) to seek offline and/or additional written or other confirmation from you of any instruction, transaction or activity as we may deem fit.
- 5.9 We may refuse access to the Service if we suspect that an unauthorised person is attempting to log into the Service/your account(s) or if incorrect security details are used in attempting to log in.
- 5.10 You will change any one or more of the Security Details if we ask you to.
- 5.11 You will give us all the information you have regarding unauthorised access to your account(s) to enable us to investigate the matter and you will cooperate with us and any legal authority including without limitation the police in any investigation, giving us prompt access to any computer that you have access to and/or control.
- 5.12 You agree that it is your sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the Service, and information stored on your computing and communications systems, and in particular your control of Security Details and access to the Service.
- 5.13 You must not access to the Service or our website from any public internet access device or access point (e.g., cyber/internet cafés).
- 5.14 The internet is a public system over which we have no control. It is therefore your duty to make sure that any computer used to access the Service is free from and adequately protected against acquiring spyware, computer viruses and other invasive, destructive or disruptive components and has installed on it up to date (and where relevant regularly run) anti-virus and anti-spyware software, a firewall and security patches.
- 5.15 You agree to and shall ensure that all Sub-Users comply with these Terms and any other reasonable instructions or recommendations we may issue to you regarding the Service's security.
- 5.16 If you forget your Login Password or Transaction Password we will, subject to verification, generate a new Login Password or Transaction Password which shall be communicated to you at the e-mail address provided by you. For security reasons you must change this new password as soon as it is received, and until then this new password shall be deemed to be your password and you will be responsible and liable for all transactions pursuant thereto. Upon generation of the new password, we shall discontinue the use of the old password. However, you shall be responsible and liable for all transactions that are carried out by the use of the old password, till the time of discontinuation of the old password.

- 5.17 Encryption and the use of Service abroad. The use of such encryption may be illegal in jurisdictions outside the UK. It is your responsibility to ensure that, if outside the UK your ability to use the Service is permitted by local law. We will not be liable for any loss or damage suffered by you as a result of not being able to use, or permitted to use, the Service in these jurisdictions.
- 5.18 You acknowledge that any failure by you to comply with any of the provisions of this clause 5 shall for the purposes of these Terms constitute gross negligence on your part.
- 5.19 All notifications by you under this clause 5 or as may be required under these Terms are to be made by calling the customer service number(s) stated on the Internet banking website. If you suspect that an unauthorised payment has been made from your account, then you must contact us without undue delay and in any event within 13 months after the date the payment was debited from your account.
- 5.20 Telephone calls may be recorded.
- 6 Transactions
- 6.1 Instructions received through the Service on any banking day (being a day on which banks are open for business in England other than a Saturday or Sunday) will normally be processed that day. However, you will be advised at the time you send any instruction if the instruction cannot be processed that day but will be processed the next succeeding banking day.
- 6.2 Provision of the Service will not give you the right to make your account overdrawn except to the extent of any overdraft which we may agree from time to time.
- 6.3 You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.
- 6.4 We may refuse to process or delay processing any instructions if it would violate any guideline, rule, policy or regulation of ours, any government authority or funds transfer system.
- 7 Cancellation of instructions
- 7.1 You cannot cancel any instruction(s) once you have clicked the appropriate button on any applicable page as by such action you agree that your instruction(s) is/are irrevocable.
- 7.2 At your request, we may make efforts to trace an incorrectly executed payment and will notify you of the outcome. It is clarified we cannot ensure that our efforts will be successful. We may charge you for any such service.
- 8 Rejection of any instruction.
- 8.1 We may in our sole discretion reject any transaction or instruction or impose such conditions as we may deem necessary or appropriate. Without limiting the foregoing we may suspend, delay or reject any transaction or instruction if: (i) the value of one or more of your transaction(s) or instruction(s) exceeds any transfer limits established by us for you; (ii) if in our sole opinion any transaction or instruction is incomplete or unclear; (iii) if we suspect there is any fraudulent activity; or (iv) for any other reason as we may in our sole discretion determine.
- 8.2 You understand and agree that if any transaction or instruction is rejected for any reason, you will be informed of the rejection by email to the email address provided by you, or by any other reasonable means of notice.
- 9 Permissible usage.
- 9.1 You will only use the Service in compliance with the Terms and applicable English law.
- 9.2 You: (i) may use the Service only on your own behalf; (ii) will not use the Service if it may result in a violation of the laws or regulations of England and/or the United Kingdom including without limitation the anti-money laundering laws; and (iii) will provide such information that we may request from time to time in order for us to comply with any applicable laws, including anti-money laundering laws.
- 10 Variation/Termination of the Service
- 10.1 We may terminate your use of the Service by giving you not less than 60 calendar days' notice by post or email. In exceptional circumstances, for example, fraud, we may terminate the access to the Service without prior notice.
- 10.2 We may suspend, withdraw or restrict your use of the Service where:
- 10.2.1 we have reasonable grounds to suspect that the Security Details have not been kept safe or have been compromised in any way;
- 10.2.2 we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Details;
- 10.2.3 as a result of a change in the way you operate your account(s) or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
- 10.2.4 we consider it appropriate for your protection.
- 10.3 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 endeavour to notify you 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.
- 10.4 You may terminate your registration to the Service by notifying us. The notification will not be effective until we receive it.
- 10.5 We reserve the right to change the Service from time to time and shall give you notice of any material changes.
- 11 Service Fees and Charges.
- 11.1 You shall pay charges in accordance with the schedule of charges in effect at the time you use the Service.
- 11.2 You irrevocably authorise us to debit the charges from your account.

## 12 Liability

- 12.1 We do not exclude or restrict, and nothing in these Terms should be read or construed as excluding or restricting, any liability under the Financial Services and Markets Act 2000 (or any replacement legislation or other legislation) or the rules and regulations for the conduct of business thereunder.
- 12.2 We shall not be liable or responsible for any delay, failure to execute, or mis-execution of any transfer/payment due to circumstances beyond our reasonable control including, but not limited to, the following: payments made to an unintended beneficiary or payments made in incorrect amounts due to the input of incorrect information by you; delays, losses, errors, or omissions resulting from failure of any telecommunications or any other data transmission system and/or the failure of the central computer system or any part thereof; for any fraud, deception or misrepresentations by you or anyone purporting to be you, the beneficiary or any other person; acts of God; acts of public authorities acting with actual or apparent authority; insufficient information provided by you; the application of any laws, regulations and/or security regulations imposed by any relevant government or international body, or otherwise applicable; riots, strikes, or other labour disputes; civil commotions; disruptions in transportation networks; weather phenomena and natural disasters.
- 12.3 We shall not, in any event, be liable to you for any loss of business or profits or data, or indirect, consequential or special loss or damage arising out of your use of or in connection with the Service, whether or not we have been advised of the possibility of such loss or damage and whether or not arising out of negligence, breach of these Terms or otherwise.
- 12.4 We will not be liable to you if we are unable to perform our obligations to you because of failure of any machine, data processing system or transmission link or because of any period of essential maintenance, critical change, repairs, alterations to or failure of any computer system, any industrial dispute or any other cause which is beyond our control or the control of anyone working for us or on our behalf.
- 12.5 Except as required by law and as stated above, we will not be liable for any damage or loss whatsoever, whether in contract, tort (including negligence) or otherwise, arising from your use of or inability to use the Service, from any interruption or delay in access to the Service and/or our website for whatever reason.
- 12.6 We do not guarantee that the Service and/or our website will operate free of error or that it is free of computer viruses or any other contaminating computer program.
- 12.7 Any time schedules mentioned by any employee or agent of ours or on our website are indicative only and as such we shall endeavour to adhere to them however we will not be responsible or liable for any changes in the time schedule or the delivery/receipt by any beneficiary of any transfer/payment or for any other reason.
- 12.8 Except as required by law: (i) with regard to any request you make for a transfer of funds, neither we nor our agents, correspondent banks or officers shall be responsible for any delay, mistake or omission however caused, nor for any loss or damage arising from the transmission, nor from any error in or failure of an electronic communication system; (ii) we will not be liable for any damage or loss whatsoever, whether in contract, tort (including negligence) or otherwise, arising from you inputting incorrect account, amount or other details when undertaking a transaction via the Service. You undertake to indemnify us in respect of any overpayment resulting from such incorrect inputting, and authorise us to debit your account(s) to cover such overpayment. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED ORALLY.
- 12.9 THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICE.
- 12.10 We shall in no way be held responsible and/or be liable for any queries, errors, disputes or delays in messaging, money transmission any loss suffered due to any fraud or other actions of you or any other party or any other query, claim or dispute.

## 13 Authority and agreement from you

- 13.1 Without prejudice to any other authority covering the same matters, you authorise us from time to time to act upon written instructions concerning the administration of the Service, including the re-setting of the Security Details, the replacement of any Sub-User and the agreeing of limits.
- 13.2 Any instruction or request referred to in clause 13.1 is to be, or must purport to be, signed as follows:
- 13.2.1 in the case of trustees all trustees must sign;
- 13.2.2 in the case of a sole trader the sole trader must sign, and
- 13.2.3 in other cases, the instruction or request must be signed in accordance with the then current bank mandate provided that in the case of a limited company one signature must be that of a director; In the case of a partnership one signature must be that of a partner; and
- 13.2.4 in the case of an unincorporated club or society one signature must be that of the Chairman or Secretary of the committee.
- 13.3 Where any written instruction or request referred to in clause 13.1 is sent by facsimile transmission or other electronic communication, you authorise us without requiring further authority (but we shall not be obliged) to act upon such instruction or request. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and you agree to keep us fully compensated in respect of any and all losses, costs or expenses we may incur in dealing with any claims or demands arising therefrom.
- 13.4 We shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to clause 13.

## 14 Indemnity.

- 14.1 You agree to indemnify, defend and hold harmless, us and our respective officers, directors, owners, agents, employees, affiliates, licensors, licensees and third party service providers (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, reasonable legal fees) incurred by the Indemnified Parties in connection with any claim arising out of, based upon or resulting from (a) your access to and/or use of Service; and/or (b) your violation of the Terms; and/or (c) due to any information provided by you being untrue, inaccurate, not current or incomplete in any respect.



## 15 Electronic Communications.

- 15.1 In order to use the Service, you consent to receive and accept these Terms, any amendment to them, and all notices relating to the Service by means of electronic (email and/or website posting) communications. You acknowledge and agree that in order to use the Service you must have a computer equipped with an internet browser with adequate encryption. You agree that if you remove your consent to receive electronic communications, we will terminate your use of the Service. You further acknowledge and agree that all email notices sent to you regarding the status of any transaction are only service messages, and will not be considered an official record of ours. In the event of a conflict, our official records will take precedence over any service messages.

## 16 Data Protection and use of information

- 16.1 This clause and the Privacy and Cookies Policy, which may be accessed at [www.hblbankuk.com](http://www.hblbankuk.com), apply to the information you have given in any application form, and to any other information which you provide (or have already provided) to us, or which we provide you from time to time. By accepting these Terms you confirm that:
- 16.1.1 we may use any personal information about you and Sub-Users' which we hold for credit assessment, which may include credit scoring. We may search the files of credit reference agencies which will keep a record of each search and make any other enquiries relating to you that we consider necessary (e.g. from another financial institution). Details about you and the conduct of your account may be passed to credit reference agencies, for purposes such as credit assessment of you and members of your household, and occasionally for debtor tracing and fraud prevention. Your information may also be shared directly with other financial organisations to protect against fraud;
- 16.1.2 we may use your information to open and manage your account(s), and to improve the products and services we offer to you and other customers. We may give essential information about your account(s) to others where this is necessary for the operation of accounts and to people acting as our agents, on the understanding that they will keep the information confidential and secure;
- 16.1.3 we may use and disclose to third parties your registration information and transfer/payment information in order to process any transaction, validate your registration information, if you consent, to resolve a dispute, to enforce our rights and for any other purposes considered good industry practice or permitted by law.
- 16.1.4 we may send/transfer your personal data (as defined in the Data Protection Act 1998) to business partners overseas, including to countries outside the European Economic Area ("EEA") which may not provide the same level of protection for personal data as within the EEA. However, all personal data wherever it is held in our or any affiliate or by its sub-contractors or agents will be afforded a high level of protection against any authorised or accidental disclosure, access or deletion. By agreeing to these Terms you agree to such data being so used and that it may be transmitted to others as stated above. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- 16.1.5 from time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.
- 16.1.6 you accept and agree to the Privacy and Cookies Policy, which may be accessed at [www.hblbankuk.com](http://www.hblbankuk.com).
- 16.2 We may make periodic searches of and provide information (including how you manage your account and any arrears) to, credit reference agencies, fraud prevention agencies to manage and take decisions about your account. Such information may be used by other credit providers to take decisions about you and your financial associates.

## 17 Our intellectual property

- 17.1 Our website, the Service, the content, and all intellectual property pertaining thereto and contained therein (including but not limited to patents, database rights, text, graphics, links, buttons, logos, images, copyrights, trademarks and service marks) are owned exclusively by, and all right, title and interest therein and thereto shall remain our property. Our website and the Service may be used only for the purpose permitted by these Terms. You are authorised solely to view and retain a copy of the pages of our website and the Service for your own personal, non-commercial use. You agree that you shall not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the world wide web, or in any way distribute or exploit our website, the Service or any portion thereof for any public or commercial use without our express prior written consent. You further agree not to: (a) use any robot, spider, scraper or other automated device to access our website; and (b) remove or alter any author, trademark or other proprietary notice or legend displayed on our website (or printed pages thereof). The name "HBL Bank UK" and other names and indication of ownership of "HBL Bank UK" are our exclusive marks. Other product, service and company names appearing on the website may be trademarks of their respective owners.

## 18 Miscellaneous

- 18.1 These Terms embody the entire agreement and understanding between you and us and supersede all prior agreements or understandings you have with us. If any one or more of these Terms shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable and the parties nevertheless agree that a court should endeavour to give appropriately valid effect to the intention of these.
- 18.2 We reserve the right at any time to request additional information from you in order to fulfil anti-money laundering obligations. We reserve the right to suspend your access to the Service at any time.
- 18.3 Any failure or delay by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- 18.4 These Terms may be modified or amended by us from time to time without notice, except as may be required by law. You may terminate your use of Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you will be deemed to have accepted that amendment or modification. You agree that you will not modify these Terms and acknowledge that any attempts by you to modify these Terms shall be void.
- 18.5 We shall be entitled, in our sole and absolute discretion, to not register you and/or any Sub-User, refuse you access to Service and or to comply with all or any instructions without assigning any reason.
- 18.6 We shall endeavour to take reasonable measures, which may include encryption, to ensure that your personal information is not disclosed to any person except to us, and other persons to whom the information may be provided as per our privacy policy and other persons specified by you. However, the internet is an open system and we cannot, and do not, guarantee that the personal information which you furnish will not be intercepted or accessed by others and decrypted. We shall not be liable or responsible should any confidential or other information provided by or pertaining to you (including without limitation credit card numbers, bank account numbers, passwords, PIN, IDs, usernames, transaction details) are intercepted and subsequently used by an unintended recipient.

- 18.7 Use and availability of Service is subject to the law, relevant regulatory approvals and these Terms.
- 18.8 We shall not be under any duty to assess the prudence or otherwise of any instruction or transaction given or entered into by you.
- 18.9 We reserve the right to refuse you access to Service or to complete any instructions if, at any time, for any reason we in our sole opinion deem it necessary to protect our interests.
- 18.10 Unless expressly provided herein, no term of these Terms is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## 19 Complaint Handling

A copy of our Complaints Handling policy and procedure is available upon request at any of our branches and a summarised version is placed on the notice boards in each of our branches. If you wish to make a complaint please contact your branch who will provide you with a copy of our complaints handling policy and procedure and will inform you of the relevant person to whom your complaint should be directed.

If we are unable to resolve your complaint in a timely or satisfactorily manner, you may be able to refer your complaint to the Financial Services Ombudsman.

## 20 Financial Services Compensation Scheme (FSCS)

Important information about compensation arrangements.

HBL Bank UK Limited is a member of the UK Financial Services Compensation Scheme (FSCS) Deposits up to £85,000 denominated in any currency made with our offices within the United Kingdom are covered/protected under the Scheme. Further details of the Scheme are available from Financial Services Compensation Scheme Limited, 7th Floor, Lloyds Chambers, 1 Portsohen Street, London, E1 8BN. Phone is 020 7892 7300.

## 21 Governing Law and jurisdiction.

- 21.1 For accounts held in the United Kingdom these Terms and any dispute, claim or issue arising out of or in connection with them shall be governed by English law and the English courts will have exclusive jurisdiction to settle any disputes arising from them.

By signing the application form, you confirm that you have read, understand and accept these terms and conditions, a copy of which has been provided to you.



# HBL BANK UK

## Internet Banking

HBL BANK UK LIMITED

9 Portman Street, London W1H 6DZ

Tel: 0344 809 4258

Registered in England and Wales

Company No. 01719649

A subsidiary of Habib Bank Limited, Pakistan

Authorised by Prudential Regulatory Authority (PRA) and regulated by Financial Conduct Authority (FCA) and PRA

[www.hblbankuk.com](http://www.hblbankuk.com)