



Habib Bank AG Zurich

Habib Bank AG Zurich is a trading name of Habib Bank Zurich plc Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

BUSINESS DEBIT CARD TERMS & CONDITIONS

Effective 15 AUGUST 2017

PLEASE READ THESE TERMS AND KEEP THEM IN A SAFE PLACE. YOU CAN ASK FOR A FURTHER COPY OF THE TERMS AT ANY TIME.

1. INTRODUCTION

These terms and conditions (the “**Terms**”) form part of the agreement between you and us, Habib Bank Zurich Plc (the “**Bank**”).

These Terms govern your relationship with us and create a contractual relationship, which affects your legal position. They contain important information regarding the services that we will provide to you. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained within these Terms. Additional and up to date copies are available on request. These Terms are also available on our Website www.habibbank.com/

These Terms apply to the business debit card issued by the Bank. The debit card may be used in the United Kingdom and abroad for direct debit transactions carried out at Merchants who accept “Visa” and at ATM’s, which carry the “Visa” logo. Please take time to carefully read through these Terms.

By signing the debit card application form you agree that you and each Authorised Cardholder have received, read, understood and agree to be bound by these Terms and shall use the debit card in accordance with these Terms. If you do not agree to these Terms then you and each Authorised Cardholder must not use the debit card. Please check these Terms periodically for changes. Your and each Authorised Cardholders’ continued use of the debit card service following the notification of any change(s) (either by post or on our Website) to these Terms constitutes acceptance of those changes.

2. DEFINITIONS

In the Terms:

- “**Account**” means your current account with us to which Transactions are debited;
- “**Authorised Cardholder**” means any of your authorised signatories to the Account to whom, at your request, a Card is issued and you, as the context admits.
- “**ATM**” means automated teller machine;
- “**Branch(es)**” means our branches in the United Kingdom and “**your Branch**” means the branch where your Account is held;
- “**Business**” means any body corporate or unincorporated, sole trader or partnership in whose name an Account is maintained by us and named in the application form for the Account and where the Business (not being a body corporate) consists of two or more persons, then this definition means all or any of them and the liability of such persons will be joint and several.
- “**Business Day**” means Monday to Friday, except if such day falls on a day which is a public holiday in: (i) England in the case of our Branches in England; or (ii) Scotland in the case of our Branches in Scotland;

- **“Card”** means any debit card which displays the Visa Debit logo we provide, at your request, to any Authorised Cardholder for use on the Account and which the Authorised Cardholder can use to make purchases from retailers or suppliers of services and which also allows cash machine access to your Account;
- **“Cash Back”** means a cash withdrawal transaction conducted at a participating Merchant using your Card;
- **“GCAS”** means Visa Global Customer Assistance Service;
- **“HBZ SMS Service”** means our service whereby we will send the Authorised Cardholder a text message (SMS) to the mobile number stated in the business debit card application form when any Transaction or activity takes place on your Card;
- **“HBZ VbV”** means the VbV service offered by us for you to use with your Card and Account.
- **“Merchant”** means a retailer or supplier of a good and/or services;
- **“PIN”** means the personal identification number you use with your Card;
- **“Schedule of Charges”** means the separate document, which sets out our fees and charges from time to time;
- **“TOD”** means unauthorised temporary overdraft;
- **“Transaction”** means any payment made or cash withdrawn by you using the Card, or card number or PIN;
- **“VbV”** means Verified by VISA. This secure service provides online authentication when purchasing goods and services from VbV enabled retailers over the internet.
- **“We” “us” and “our”** means Habib Bank Zurich Plc (trading as Habib Bank AG Zurich) and whose registered address is Habib House, 42 Moorgate, London EC2R 6JJ;
- **“Website”** means our website which can be accessed by clicking on the link for the UK on the website www.habibbank.com; and
- **“You” and “your”** means the Business named in the application form for a business debit card and/or any Authorised Cardholder, as the context admits.

3. INFORMATION ABOUT US

Habib Bank Zurich Plc is incorporated in England. We trade and do business under the name “Habib Bank AG Zurich”. We operate in the UK through our network of Branches. Our registered address is: Habib House, 42 Moorgate, London EC2R 6JJ. Our Company register number is 08864609. You can contact us using the details given in clause 4. We are authorised by the Prudential Regulation Authority (“PRA”) and regulated by the Financial Conduct Authority (“FCA”) and the PRA. We are registered in the Financial Services Register with the registration number 627671. You can contact the FCA at 25 The North Colonnade, Canary Wharf, London E14 5HS, England or by telephone on +44 20 7066 1000. You can view the FCA’s register at <http://www.fca.org.uk/register>.

4. Loss or Misuse of your Debit Card

If the Card is lost or stolen, or you suspect that someone knows the PIN:

- If you are in the United Kingdom - you must phone our Card Services Helpline on the telephone number mentioned on the back of the Card – **0800 6 444 429**, or contact your Branch. Card Services Helpline is available 24 hours.

OR

- If you are abroad – either call us on – **+44 207 1 184 429** - OR report the loss through **Visa Global Customer Assistance Service (GCAS)** help-lines in the relevant country. In case you use GCAS then any fees for the same may be charged to your Account. Please visit Visa's website for further information <https://www.visaeurope.com/lost-your-card>

OR

- You can visit our Website (www.habibbank.com) and follow the links to report the loss etc.

5. ELIGIBILITY FOR A CARD

- 5.1. A Business is eligible to apply for a Card for use by one or more of its authorised signatory(ies) to the Account by completing the relevant application form and documentation required by us, and providing such information and documentation as we may request in compliance with our policies and procedures. It is clarified that you cannot apply for a Card for a person who is not an authorised signatory to the Account.
- 5.2. A Card may be issued to any Authorised Cardholder at our sole discretion.

6. THE CARDHOLDERS OBLIGATIONS

- 6.1. We may issue a Card (and a related PIN) for use by any Authorised Cardholder. If we agree to do this, you are responsible for ensuring that the Authorised Cardholder complies with these Terms.
- 6.2. You agree and authorise us to debit from your Account all amounts arising from any Transactions carried out by any Authorised Cardholder and/or incurred by us in connection with the use of the Card, including those charged to the Account after any Card has been returned to us.
- 6.3. You agree to the HBZ SMS Service. This ensures that the Authorised Cardholder shall receive a text message alert whenever a Transaction is executed using the Card.
- 6.4. You must make sure and arrange that each Authorised Cardholder:
 - 6.4.1. signs the back of their Card as soon as it is received;
 - 6.4.2. on receipt of a PIN, memorises the number and then destroys the letter on which the PIN is printed;
 - 6.4.3. keeps the PIN secret and not let anyone else know it, or use it;
 - 6.4.4. keeps the Card secure at all times and not allow any other person to use it;
 - 6.4.5. never writes the PIN on the Card or on anything, which is ever kept with the Card.
 - 6.4.6. is aware of and complies with these Terms and any other requirements we may advise you and as applicable to them as a cardholder. In particular Authorised Cardholders must not allow anyone else to use their Card, Card details or PIN and must always keep their Card safe;
 - 6.4.7. and you follow(s) any instructions we give in connection with the safekeeping of a Card, Card details and PIN; and

- 6.4.8. and you ensure(s) that neither a Card nor the Card details are used for any illegal purpose.
- 6.5. Failure to follow the above procedures may affect your liability for unauthorised payments.
- 6.6. A new Card will be sent to the Authorised Cardholder (stated in the application form) at the current correspondence address we hold for the Business. The Card will only become valid and operational after the Authorised Cardholder follows the procedures set out in the letter(s) we send with the new Card, for example, by calling the number mentioned on the sticker on the Card and satisfying our security procedures. The Authorised Cardholder will receive a text message indicating the Card is active and ready for use.
- 6.7. You must ensure that each Authorised Cardholder does not use their Card or card details:
- 6.7.1. before or after the period for which their Card is valid;
 - 6.7.2. after we have notified you that we have suspended, withdrawn or restricted the use of your Card;
 - 6.7.3. after we have demanded that you return the Card to us, or we (or someone acting for us) have kept your Card;
 - 6.7.4. if we receive notice of the loss, theft or possible misuse of your Card; or
 - 6.7.5. if your Account is closed.
- 6.8. All Cards remain our property. If we ask for a Card back, you must ensure that it is not used again and you must return it to us immediately, cut in half across the black strip and/or through the smartcard chip. A Merchant or person acting for us may take or retain the Card on our behalf.
- 6.9. A Card is only valid for the time period printed on it. You must ensure that it is not used outside that period.
- 6.10. We may suspend, withdraw or restrict the use of a Card for any of the following reasons:
- 6.10.1. we have reasonable grounds to suspect that a Cards' details have not been kept safe;
 - 6.10.2. we have reasonable grounds to suspect unauthorised or fraudulent use of a Card;
 - 6.10.3. 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;
 - 6.10.4. you and/or the Authorised Cardholder have broken any these Terms;
 - 6.10.5. we have sent a replacement card; or
 - 6.10.6. we consider it appropriate for your protection.

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 tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

- 6.11. Once a Card has been cancelled you must ensure that any Authorised Cardholder stops immediately using the Card and that it is destroyed by cutting it in half across the black strip and through the smartcard chip.
- 6.12. When a Card expires, is lost, stolen or is retained or blocked (as stated in condition 7.3 or condition 7.4 below), we may provide an Authorised Cardholder with a new Card only after receiving a request from you for issuance of new card.
- 6.13. Upon receiving a replacement Card the Authorised Cardholder can change the default PIN at any participating ATM machine within United Kingdom displaying "VISA" logo and following the on screen instructions.

- 6.14. You may from time to time apply for Cards to be issued to new Authorised Cardholders by completing the relevant documentation required by us and providing such information and documentation as we may request in compliance with our policies and procedures.
- 6.15. You may at any time terminate the authority of an Authorised Cardholder to use a Card, for example (without limitation) if they cease to be an authorised signatory to the Account, or an employee or office bearer of the Business. If you terminate the authority of an Authorised Cardholder to use a Card, you must inform us in writing and destroy the Authorised Cardholder's Card by cutting it in half across the black stripe and through the smartcard chip. Until receipt by us such notification you will be liable for any Transactions undertaken by the Authorised Cardholder using the Card.

7. TRANSACTIONS USING THE CARD

- 7.1. A Card and PIN can be used to make withdrawals and payments from your Account by means of the various facilities we make available to you. When using a Card for a Transaction, the Transaction will be properly authorised:
 - 7.1.1 by the Authorised Cardholder using the Card together with the PIN, and where appropriate using any "Proceed", "Enter", similar key or instruction. Once the "Proceed", "Enter", similar key or instruction has been used authorisation cannot be withdrawn or reversed; or
 - 7.1.2 by the Authorised Cardholder signing a receipt for the Transaction. If the Authorised Cardholder signs a receipt for the Transaction, authorisation cannot be withdrawn once the Merchant or the other party to a counter Transaction has accepted the signed voucher.
- 7.2. If the Card is used to pay for purchases made online then the Transaction will go through the HBZ VbV authentication process. VbV is a secure service that provides online authentication. On the successful completion of the HBZ VbV and/or any other authentication process(es), the Transaction will be properly authorised and cannot be withdrawn or reversed.
- 7.3. You will have to pay for all Transactions charged to the Account by virtue of the Authorised Cardholder using the Card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that the Authorised Cardholder authorised the Transaction.
- 7.4. If an incorrect PIN is entered at any ATM five times in a row, the Card may be retained by the ATM and subsequently destroyed. In such case you may request us to issue a new card as stated in condition 6.12 above.
- 7.5. If an incorrect PIN is entered at any "point of sale" terminal five times in a row, the Card will be blocked and the Authorised Cardholder will not be able to use it. In such case you may request us to issue you a new card as stated in condition 6.12 above.
- 7.6. As long as the balance on your Account (plus any unused arranged overdraft) is sufficient, subject to these Terms, an Authorised Cardholder may use the Card along with their PIN to obtain cash from any ATM/cash machine bearing "VISA" logo. Withdrawals, may be made up to the daily cash withdrawal limit (as amended from time to time) requested by you in the debit card application form.
- 7.7. The Authorised Cardholder may use the Card in conjunction with the PIN to pay for goods or services from retailers and suppliers who display the "Visa" logo shown on the Card.
- 7.8. A "cash back" service may be available at the discretion of the Merchant provided the Account is denominated in Pounds Sterling and the Authorised Cardholder is in the United Kingdom.
- 7.9. The Card must not be used for any unlawful purpose, including (without limitation) the purchase of goods or services prohibited by such local law as may be applicable.

- 7.10. We will only debit a Transaction from the Account when we receive a request from the bank of the retailer or supplier of the services. This means there may be a delay between the Authorised Cardholder using the Card to make purchase and the Transaction being debited from your Account. Transactions carried out using the Card will normally be applied to your Account on the same day the Transaction is carried out or on the next Business Day. Transactions conducted after banking hours or on Bank holidays will be reflected in your Account statement on the next Business Day.
- 7.11. When there is a Transaction in a foreign currency on your Account, we will convert it into Pounds Sterling at our then current exchange rate plus a foreign currency-loading fee, details of which can be found in our Schedule of Charges.
- 7.12. Transactions will be shown on the statement we provide or make available for your Account. We highly recommend that you and the Authorised Cardholder check your statement regularly. If there is an entry, which seems to be wrong or incorrect you must immediately let us know so that we can investigate the transaction(s). Delay in notification may make correcting any error difficult. During the investigation we expect you and the Authorised Cardholder to co-operate with us, our advisers and the police, if we need to involve them. In some cases, we will need you and/or the Authorised Cardholder to give us confirmation or evidence that a Transaction has not been authorised by the Authorised Cardholder. In addition to checking statements, if you and/or the Authorised Cardholder become aware of a Transaction that has not been authorised by the Authorised Cardholder then you and/or the Authorised Cardholder must notify our Customer Contact Centre as soon as possible by telephoning us on the number stated at the back of the Card and in condition 4 above.
- 7.13. An Authorised Cardholder may use the Card (without informing us) to conduct Transactions in the United Kingdom, Switzerland, Canada, South Africa, United Arab Emirates, Hong Kong, Pakistan and Kenya. To enable the Card to conduct Transactions in countries not mentioned above (e.g if going on holiday or business) the Authorised cardholder must call our 24 hour Card Services Helpline (0800 6 444 429 from the United Kingdom, or +44 (0) 207 1 184 429 from abroad) or visit our Website (www.habibbank.com) and follow the links.
- 7.14. An Authorised Cardholder will not be able to use the Card to conduct Transactions on the internet and/or the telephone unless you/the Authorised Cardholder enable the Card for this service by calling our 24 hour Card Services Helpline (on 0800 6 444 429 from the United Kingdom, or +44 (0) 207 1 184 429 from abroad) or by visiting our Website (www.habibbank.com) and following the links.

8. AUTHORISING PAYMENT

- 8.1. Where a retailer or supplier asks us for authorisation before accepting payment by the Card, we may decide not to give authorisation if:
 - 8.1.1. the Card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
 - 8.1.2. you and/or any Authorised Cardholder have/has broken these Terms; or
 - 8.1.3. taking account of all other Transactions we have authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.
- 8.2. Once an Authorised Cardholder has carried out a Transaction using the Card you cannot ask us to stop that Transaction. You will not be able to obtain any refund or reverse a Transaction by calling us. In such cases you should contact the Merchant.

9. CHARGES & LIMITS

- 9.1. Charges and fees will be payable in respect of the Card as detailed in our Schedule of Charges. These charges may be revised from time to time and details will be available in our Branches and posted on our Website.
- 9.2. We will levy a foreign currency loading fee in respect of every Transaction made in a currency other than the currency in which the Account is denominated. This fee is applied through the exchange rate applicable to the conversion of the foreign currency amount at such rate stated in our Schedule of Charges and will be added to the exchange rate.

- 9.3. We will charge to the Account, in addition to the amount of any Transaction, all fees, charges, debts or other payments owing to us by you in respect of any Transaction or in respect of the Card or its use.
- 9.4. The Card has daily spending limits (as amended from time to time) as requested in the business debit card application form.

10. YOUR ACCOUNT

- 10.1. We provide Cards for Authorised Cardholders so that you/they can operate your Account more conveniently. A Card itself does not give you an automatic overdraft, TOD or any other form of credit. If you would like to have or to increase an overdraft on the Account, you should contact your Branch and must apply for this facility in the usual way. Once we have agreed to an overdraft, you/the Authorised Cardholder can draw on it using your Card but you must never go over your overdraft limit.
- 10.2. If the use of a Card creates a TOD or an overdraft we have not agreed or exceeds an agreed overdraft limit, you will have broken the terms of the Account and you must repay the excess amount immediately. We will be entitled, under the terms of the Account, in our sole discretion and without contacting you to allow the Account to become overdrawn or the agreed overdraft limit to be exceeded. In these circumstances the new or excess overdraft is an unauthorised overdraft and we will be entitled to charge interest at our standard rate for unauthorised overdrafts and to debit that interest and any resulting bank charges from your Account.
- 10.3. We may at any time:
 - 10.3.1. demand repayment of any borrowing on your Account (plus interest and charges if applicable);
 - 10.3.2. refuse to allow any further borrowing on a TOD and/or overdraft without giving you advance notice, although we will send you written confirmation.
- 10.4. We will debit the amount of each Transaction to your Account when we receive it. You will be liable to pay us all amounts so debited. You are also liable to pay all charges.
- 10.5. A Transaction is received by us when we receive the instruction from VISA. For debit Transactions a payment is sent for the account of the Merchant on receipt of the instruction from VISA.

11. LIABILITY

- 11.1. **If the Card is lost or stolen, or you/the Authorised Cardholder suspects that someone knows the PIN, you/the Authorised Cardholder must immediately carry out the instructions set out in condition 4 above "Loss or Misuse of Your Debit Card".**
- 11.2. Where any Card or Card details are misused;
 - 11.2.1. unless you and/or any Authorised Cardholder has/have acted fraudulently, you will not be responsible for any losses which results from:
 - 11.2.1.1.1. misuse before your Card came into the Authorised Cardholder's possession;
 - 11.2.1.2. misuse **after you/the Authorised Cardholder has told us** that a Card is lost or stolen or that someone else knows your PIN; or
 - 11.2.1.3. someone else uses a Card's details without your and/or the Authorised Cardholders authority to make a payment where the cardholder does not need to be present.
- 11.3. In other circumstances, you will be responsible for:
 - 11.3.1. all losses caused by the misuse of a Card by someone who has it with your and/or any Authorised Cardholder's consent and which occur before you and/or any Authorised Cardholder's tell us that the Card may have been misused;
 - 11.3.2. all losses caused by any misuse of your Card which is a consequence of your fraud; and

- 11.3.3. where your Account is in credit, all losses that arise because you and/or any Authorised Cardholder's have failed, intentionally or with gross negligence, to keep your Card or your PIN details secret and where the misuse occurs before you and/or any Authorised Cardholder's tell us that someone else may know your PIN details.
- 11.4. If the Card is misused by someone who has it with your and/or any Authorised Cardholder's permission you will have to pay for all Transactions carried out with the Card by that person.
- 11.5. If someone carries out a fraudulent transaction using your and/or any Authorised Cardholder's Card details on the internet or by telephone or mail order you will not be liable for the fraudulent transaction unless you and/or any Authorised Cardholder's have participated in or acted fraudulently or without reasonable care.
- 11.6. Once we receive notice of the loss, theft or possible misuse, we will cancel the Card. If the Card is then found you must ensure that the Authorised Cardholder does not use it but destroys it (cut in half through the signature box and magnetic strip, and ensure the chip is cut in half).
- 11.7. You will not be responsible for any loss arising from misuse of a Card if it has not been received by the Authorised Cardholder.
- 11.8. We will not be liable if any party refuses to let you pay or withdraw cash with the Card.
- 11.9. Both you and any Authorised Cardholder must co-operate fully with us, our advisers and/or the police in investigating any loss, theft or possible misuse of any Card, Card details or disclosure of the PIN and in recovering a missing Card. If we suspect that a Card has been lost or stolen or is liable to misuse, we may take whatever steps we think necessary to deal with the risks. We may also pass on any information we think appropriate to other banks, to VISA outlets or anyone else who accepts a Card as a means of payment or withdrawal or to the police or other authorities or any relevant third party.

12. GIVING INFORMATION TO THIRD PARTIES

- 12.1. You authorise us to give to 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 Visa.
- 12.2. You agree that we may transfer to and share information about you and/or any Authorised Cardholder's and the conduct of your Accounts with:
- 12.2.1. our parent bank, Habib Bank AG Zurich, in Switzerland, other branches, subsidiaries and/or associates of our parent, Habib Bank AG Zurich, or other financial institutions if this is necessary to enable us to provide you with, without limitation, any service or facility or otherwise which you applied for. It is clarified that in order to process any application, we may in compliance with our policy(ies) and procedure(s) require your application to be reviewed by our parent bank in Switzerland, other branches, subsidiaries and/or associates of our parent elsewhere and in such case will need to transfer such relevant information to a country which does not provide the same level of protection for personal information (which means any information obtained by us from you or from a third party in connection with a service or product provided to you) or data as within the EU. However, where any of your personal information is transferred to and shared with our parent bank, Habib Bank AG Zurich, and/or elsewhere we will require your personal information to be protected to at least UK standards;
- 12.2.2. other third parties if this is necessary to enable us to provide you with the service you applied for or for purposes of fraud prevention, audit or debt collection.

13. ENDING YOUR USE OF THE CARD

- 13.1. These Terms shall continue until terminated in accordance with the provisions of this condition 13.
- 13.2. You may end these Terms at any time by writing to us and enclosing all Cards issued on the Account, cut in half across the black strip and/or through the smartcard chip.

- 13.3. If we consider it appropriate, we may end, suspend, withdraw or restrict the use of any Cards issued and PIN at any time. We will tell you before we take this action, or as soon as possible afterwards.
- 13.4. Subject to condition 13.5, we may end these Terms and your Authorised Cardholder's usage of the Card at any time by giving you sixty days prior written notice.
- 13.5. We may, at any time, end these Terms immediately by giving you written notice if any of the following occurs:
 - 13.5.1. any information you have given or give us in future (in connection with these Terms or not) is inaccurate or changes materially before you apply for the Card;
 - 13.5.2. unless you have informed us in writing before you apply for the Card, if any material litigation is, or material administrative, criminal or judicial proceedings are, being taken against you at the time you apply for the Card; ("material" means likely, if successful, to have any damaging effect on your business);
 - 13.5.3. you change the nature of your business as it is conducted at the time of any application for a Card;
 - 13.5.4. you die, become of unsound mind, become insolvent (or in Scotland, apparently insolvent), a bankruptcy petition (or in Scotland a petition for sequestration) is presented against you, or steps are taken to appoint an administrator, judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;
 - 13.5.5. if you are a limited company or limited liability partnership, you have a petition presented or resolution passed for winding up or an administration application is presented or made for the making of an administration order or a notice of intention to appoint an administrator is issued or notice of appointment of an administrator is filed with the court or you have a receiver appointed over all or part of your assets or you cease to trade, or you are deemed by law unable to pay your debts, or you make an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness including in Scotland granting a trust deed for creditors;
 - 13.5.6. if you are a partnership (including limited liability partnership) or unincorporated association, you dissolve or a petition is presented for an order to be made for the winding up of the partnership or an application or a petition is presented or made for an administration order against the partnership;
 - 13.5.7. if you are a limited liability partnership, any member ceases without our written consent to be a member, or you cease for any reason to be a limited liability partnership;
 - 13.5.8. your Account is closed for whatever reason; or
 - 13.5.9. you and/or any Authorised User commit any other material breach of these Terms or the General Banking Terms and Conditions for Business Accounts (copy of which is available on our Website) which, if capable of remedy, is not remedied within 7 days of receipt from us of a notice setting out full particulars of the breach and requiring it to be remedied.
- 13.6. After these Terms come to an end:
 - 13.6.1. you remain responsible for all Transactions carried out with the Card or card details;
 - 13.6.2. we can go on deducting the amount of any Transactions from your Account;

13.6.3. you will still be liable to repay any borrowing on the Account and interest and charges (if applicable) will continue until repayment in full. In particular, if any Authorised Cardholder's has given instructions to a Merchant that allows them to process Transaction debits from time to time, it will be your responsibility to cancel those instructions yourself directly with the Merchant concerned.

13.7. If your use of the Account is ended or restricted, including us instructing you not to make any further withdrawals on the Account or use the Card without our agreement, then you will not be entitled to and must not use the Card.

14. CHANGES TO THESE TERMS

14.1. We may change these Terms at any time to reflect changes in market conditions, good banking practice and relevant laws.

14.2. We will give you such notice as is stated in our General Banking Terms and Conditions for Business Accounts (a copy of which is available on our Website).

15. GENERAL

15.1. If there is any change in your name and/ or registered/principal address you must inform us immediately.

15.2. The language of these Terms shall be English and communications and notices between us shall be in English.

15.3. These Terms replace any previous or existing agreement for the supply of a Card on your Account. Any such agreement still in existence will be cancelled automatically by these Terms.

15.4. We will do our best to give you a complete service at all times, but notwithstanding anything to the contrary in these Terms, if we are prevented, hindered, or delayed from or in performing any of our obligations under these Terms due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under these Terms to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.

15.5. We will not be liable to you:

15.5.1. for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor

15.5.2. for any loss of profits, loss of business, loss of goodwill or any form of special damages.

15.6. We may make available to you other individual services or benefits. If we do so, we will have the right to withdraw the services or benefits covered by these Terms at any time, without having to give you advance notice.

15.7. If we relax for you or do not immediately enforce any term of these Terms, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.

15.8. You may not transfer your legal rights under these Terms to anyone else.

15.9. If we do not enforce any of these Terms or we delay in enforcing a condition, this will not prevent us from enforcing the condition at a later date.

15.10. We shall not be responsible for any inconvenience, loss, damage or embarrassment suffered by you due to any network connectivity issues, maintenance, malfunctioning or non-operation of any ATM, if the Card is not honoured/accepted by any Merchant or ATM in connection with any Transaction or the retention of the Card by an ATM in the United Kingdom or abroad.

15.11. All disputes relating to a Merchant shall be resolved exclusively between the relevant Merchant and you.

- 15.12. In the event that an ATM dispenses cash but the Account is not debited for the same, we are irrevocably authorised to debit the Account for such a withdrawal along with applicable bank charges at the rate prescribed by us, regardless of whether you are informed or have authorised the same. The applicable bank charges will be in accordance with our Schedule of Charges in force from time to time. In case the Account does not have sufficient funds for any reason, we will have the right to set-off any credit balance available in your Account with us.
- 15.13. We may at our absolute discretion and without incurring any liability whether by virtue of these Terms otherwise refuse to implement any instruction without assigning any reason and will notify you of our decision to do so.
- 15.14. We shall endeavour that debit entries are correctly recorded in all account statements. However, in case of any error, we shall be within our rights to rectify the error unilaterally without notice to you and recover any amount wrongly paid and credited, together with any accrued interest or profit. We shall not be liable for any loss or damage suffered due to such errors and subsequent reversals by us.
- 15.15. You will be liable for all losses or costs incurred by us as a result of any breach by you of these Terms and shall reimburse us all such costs on our first demand.
- 15.16. In addition to these Terms the Card is issued and subject to our General Banking Terms and Conditions for Business Accounts (copy of which is available on our Website).
- 15.17. If the Card expires, or is reported as lost or stolen or liable to misuse, a new Card may be provided at our discretion.
- 15.18. You authorise us to pass information to each signatory of the Account. This information will include but not be restricted to detail of the Account.
- 15.19. For accounts opened in the UK the laws of England and Wales govern these Terms, as are our dealings with you. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 15.20. For your security, we may record phone calls between you and us. We may do this to make sure we are providing a high quality service and following your instructions correctly.