



Habib Bank AG Zurich

Registered in England & Wales: Company Registered Number : 08864609
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

GENERAL BANKING TERMS & CONDITIONS FOR BUSINESS ACCOUNTS

Effective 29 May 2024

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

1 INTRODUCTION

- 1.1 These terms and conditions (these “**Terms**”) form part of the agreement between you and us, Habib Bank Zurich Plc.
- 1.2 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
- 1.3 Your agreement with us consists of these Terms and any additional conditions that apply to any product/service that you have and which are described within these Terms. In the event of any conflict with these Terms the additional conditions shall take priority and prevail.
- 1.4 The additional conditions include the following, as applicable to your product/service: (1) all interest rates that apply to your product/service; (2) all charges and other information that applies to your product/service and is covered in the Tariff Book applicable to your product/service; (3) the application form or forms that you have signed; and (4) any other terms that we provide to you from time to time.
- 1.5 You will be issued a copy of the Tariff Book when you take out your product/service with us and you can also find details of our interest rates and charges on our Website and at any of our Branches in the UK.

2 DEFINITIONS

- 2.1 In the Terms:
- “**Branch(es)**” means our branches in the United Kingdom and “**your Branch**” means the Branch where your account is held;
- “**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;
- “**Exchange Rate**” means our exchange rate for any applicable currencies;
- “**HBZ Internet Banking Service**” means the internet/online e-banking service provided by us;
- “**Recipient**” means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account that you have or if you are withdrawing cash);
- “**Tariff Book**” means the separate document which sets out our charges from time to time. The current Tariff Book is displayed in our Branches and on our Website and is available on request;
- “**you**” and “**your**” means the account holder(s) set out in the separate account operating instructions you provide to us from time to time covering your accounts (or any of them) with us, and includes, in particular the business customers defined below:-
- Sole trader** - a person operating a business in his or her own name, or under a trade name.
- Partnership** - two or more people operating an unincorporated business together with a view to making a profit from their activities.
- Corporate Customers** - a limited or unlimited company incorporated in the UK or abroad, limited liability partnership and other corporate bodies; and
- Club, society, association, personal representative, trustee, charity or other group** - a person, group or body providing a service or benefit for the benefit of its members or others as applicable.;
- “**we**”, “**us**” and “**our**” means Habib Bank Zurich Plc (trading as Habib Bank AG Zurich) and whose registered address in the UK is Habib House, 42 Moorgate, London EC2R 6JJ; and
- “**our Website**” means our website which can be accessed by clicking on the link for the UK on the website www.habibbank.com.

The following ways of making payments are referred to in these Terms and are briefly defined below:

- **Standing Order** - A standing order is an instruction a bank account holder gives to his or her bank to pay a set amount at regular intervals to another’s account.
- **Direct Debit** - an arrangement made with a bank that allows a third party to transfer money from a person’s/organisation’s/company’s account on agreed dates, typically in order to pay bills.

3 INFORMATION ABOUT US

- 3.1 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 at Habib House, 42 Moorgate, London EC2R 6JJ. Our Company register number is 08864609. You can contact us using the details given in clause 5.
- 3.2 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 SERVICES

- 4.1 Our Branches are open on each Business Day between such times as are displayed at each Branch. Timings may vary at some Branches. Please refer to your Branch for details of their current opening hours.

5 CONTACTING EACH OTHER

- 5.1 We may contact you by post, telephone, fax or email by using the latest mailing address and telephone number(s) or email address that you have provided us. It is your responsibility to ensure that we have your correct contact details.
- We will normally contact:
- Sole Trader - the principal;

- Partnership / corporate / club, society, association, personal representative, trustee, charity, other group - one of the authorised signatories for the account or an individual specifically designated by you as our point of contact with you unless there is a specific legal requirement to contact all of you. If you do not tell us which of you to contact, we will contact the first person listed in our records. The person contacted is responsible for passing information we send to the other partners, directors, office bearers.
- 5.2 You can contact us by contacting your Branch (whose contact details are available on our Website) or our registered office in the UK whose details are:
Habib Bank Zurich Plc
42 Moorgate
London EC2R 6JJ
Telephone: +44 (0) 20 7452 0200
E-mail: contactuk@habibbank.com
Website: www.habibbank.com
- 5.3 If you email us, or give us your email address, we will keep a record of this and you agree to communications being sent to you at that email address. We will not give your email address to any unauthorised third parties. However, if you send us an email, please remember that it will be insecure and could be intercepted. If you do send us an email, please keep the amount of confidential information you include to a minimum. We will do likewise when we reply.
- 5.4 We may monitor or record telephone calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place so that we can check your instructions and monitor our quality of service, for business purposes such as quality control and training and prevention of unauthorised use of our telecommunications systems our Website, ensuring effective systems operation, prevention and detection of crime, and protection of your personal data. You are consenting to such recording or monitoring.
- 5.5 **You must keep us informed if there are any changes to your situation, contact or business/corporate details (e.g. if you change your name or registered and/or principal place of business address) or any other important changes/events that are relevant to us (e.g. you form or acquire a new subsidiary, any material dispute or litigation, insolvency etc).**
- 5.6 All written communications between us will be in English.

6 OPENING AN ACCOUNT – DOCUMENTATION REQUIRED

- 6.1 To open an account, the sole trader, partners, directors of the company, office bearers of the club, society or other entity, must be at least 18 years old and complete such documentation as we may require.
- 6.2 When you apply to open an account with us we will ask you for certain information (including, without limitation, both the business and principal's proof of identity, proof of address and financial standing) to help protect you, us and third parties against fraudulent use of the banking system. You must tell us of any variations to any of these documents or the facts contained in them after you have provided them to us.
- 6.3 We may also wish to seek references and other information, which will enable us to make an informed decision. For full details of the information required please contact your Branch. While considering an application to open an account we may, like other banks, use credit scoring and make a credit reference agency (CRA) search, which the CRA records.
- 6.4 We will check the validity of any identification document you provide to prove your identity, with the issuing authority of that document.
- 6.5 We may also require certain other documents and we shall inform you of our requirements when you apply to open an account. For your information, our requirements for the following entities will include (without limitation):
- Company - copy of its certificate of incorporation, its constitutional documents, board resolution authorising the company to open an account;
 - Club, society or association - a copy of its constitutional documents, rules and any relevant registrations and certificates; and
 - Partnership or limited liability partnership - a copy of your partnership agreement and, if appropriate, certificate of incorporation.
- 6.6 So that we can pay cheques and other items from your account, we will ask you and any other persons who will sign on the account to complete various documents which include - account opening form, customer information form and account mandate. This will show a specimen of each relevant signature and tell us who is authorised to make payments from the relevant account.
- 6.7 We reserve the right to decline your application to open an account with us.

7 OPERATING AND USING YOUR ACCOUNT

7.1 Accounts operated by more than one person

- 7.1.1 Where an account is held in the name of more than one person (for example a joint account or partnership account) then, unless we have agreed otherwise, the following conditions will apply:
- a. each of you is separately responsible for complying with these Terms and you are separately and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of you; and
 - b. if one of you dies, the survivor(s) may continue to operate the account and if there is more than one survivor, the provisions of this clause 7 will continue to apply to the account.
- 7.1.2 Where an account is held by an unincorporated association (such as a club, charity, society or other form of association) then, unless we have agreed otherwise, each authorised signatory is separately responsible for complying with these Terms and is separately and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of the authorised signatories.
- 7.1.3 Where an account is operated by more than one account holder or authorised signatory then, unless we have agreed otherwise, the following conditions will apply:
- a. any of you can independently give us instructions in relation to your account, including giving payment orders to withdraw some or all of the money in an account, changing contact details or methods, or applying for new products or services. Any instruction given by one of you will commit the rest of you.
 - b. if there is a dispute between you which we know about, we may insist that both or all of you authorise instructions to us even if the account mandate allows operation by a single individual.
 - c. we will contact only one of you unless there is a specific legal requirement to contact all of

you. You can tell us which of you to contact, but if you do not do so, we will contact the first person listed on our records. The person we contact is responsible for sharing the information we send with the other account holders.

- d. You may ask us to remove a person (or persons) from a joint account, including by converting it to a sole account. We may require authority from all account holders before doing so. Any person removed from the account will continue to be liable for all obligations and liabilities under the agreement relating to the period before they were removed from the account.

7.1.4 The authorised signatories and/or authorised persons to a limited company's or limited partnership's account are not responsible for money owed to us unless we have a separate agreement with them.

7.2 Giving us instructions

7.2.1 We will accept instructions given in accordance with the relevant account mandate. You can give us instructions either in person by visiting a Branch or in writing.

7.2.2 You may also give us instructions by telephone or by email. The terms which govern instructions made by email can be found in Schedule 1.

7.2.3 **You must keep your cheque books, cards, Personal Identification Numbers (PIN), passwords, HBZ Internet Banking Secure Key and other security details secure. If you think someone else may know the security procedures/details including business, personal and/or account details you must tell us immediately by visiting your Branch or calling them on the phone numbers available on our Website. If you fail to do so, you may be liable for all instructions that we receive and act on even if the instruction was not given by you.**

7.2.4 Unless we can show that you have been fraudulent, grossly negligent or have not complied with the condition above we will refund your account with any payments we make which you can demonstrate were not authorised by you. We will have no further liability to you. We can ask you for all the information you have about the misuse of security procedures/details, which we may pass to the appropriate authority.

7.2.5 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 the above conditions we will accept liability for any loss or damage to you resulting from any breach of security.

7.2.6 We can act on instructions given by you:

- on a document bearing your original signature(s); or
- if you have email indemnity on your account: an attached signed instruction sent by email (subject to our verification and security procedures being satisfied).

You agree that we may rely on any information quoted in an instruction as correct.

7.2.7 We can refuse to act on any instruction if:

- we believe that you did not give us the instruction; or
- the instruction is not clear or incomplete; or
- we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
- we believe that the instruction requires further validation/verification.

7.3 We may apply financial and/or other limits to telephone and computer instructions from time to time. We may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.

8 MINIMUM BALANCE

8.1 We may, at our discretion, require you to maintain in your accounts the Minimum Aggregate Balance, the amount of which is stated in the Tariff Book. We reserve the right to vary and amend the amount of the Minimum Aggregate Balance at any time. We will give you not less than 60 (or such period required by law) days' notice of the change.

"Minimum Aggregate Balance" means the aggregate of the cleared funds held in all your accounts in Pounds Sterling and Pounds Sterling equivalent for accounts held in other currencies. Foreign currency account deposits shall be notionally converted to Pounds Sterling at the Exchange Rate on the relevant date and may be varied at any time without notice. Details of our Exchange Rate are available from us at any time on request.

8.2 On such day of each month as we may decide we shall calculate if the average aggregate day end deposit balance(s) in all your accounts during the previous month fall below the required Minimum Aggregate Balance and if they do then you will pay us such charge(s) as stated in the Tariff Book.

8.3 The charge(s) will be payable monthly and recovered from your current account or such other account as we determine.

9 PAYMENTS INTO YOUR ACCOUNT

9.1 Cash and electronic funds

9.1.1 Cash paid in at a Branch will be added to your Account and treated as cleared immediately.

9.1.2 Electronic transfers will be added to your Account and treated as cleared immediately on receipt.

9.1.3 Depending upon the Account that you maintain, you may be able to facilitate some payments via our HBZ Internet Banking service provided you have been accepted for such services and comply with the online and any other procedures, as set out in clause 30.

9.2 Cheques

9.2.1 If you submit a cheque in Pounds Sterling into your Account at any of our Branches before 3.00pm on a Business Day, the cheque will be sent for clearing and the value will be shown on your Account the following Business Day, usually after 4.00pm (cheques paid in at a NatWest counter can take one day extra). Cheques paid in after 3.00pm on a Business Day or on a non-Business Day shall be considered as being paid in on the next succeeding Business Day. The above cut-off points and timescales may be subject to change in the event that our operations are significantly impacted by circumstances beyond our reasonable control, which shall include, without limitation, any effects of the Covid-19 pandemic.

9.2.2 Under cheque clearing scheme rules, there may be instances (fraud, legal or technical reasons beyond our control) which prohibit a cheque from being cleared within the standard clearing period time scales or the cheque(s) may be returned unpaid by the paying bank for a number of specific reasons (which the paying bank may explain at the time of return).

9.2.3 If the bank or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. If a cheque, which is paid into your Account, is returned unpaid, we will try to contact you to inform you of the non-payment and, where possible, the reason for this provided by the other bank or organisation.

9.2.4 Depending on why the cheque was returned unpaid, we may ask for payment again from the bank of the drawer upon your request, or contact you for further instruction. If the same cheque is presented more than once, then we may contact you for further instruction. Please note that different procedures apply to foreign cheques.

9.2.5 Cheques not issued on a UK bank, building society and issued in foreign currency have different clearing procedures and will require a longer clearing period.

9.3 Foreign cheques for collection

9.3.1 By "foreign cheques" we mean cheques drawn in a foreign currency (whether drawn on a bank in the UK or outside the UK) or Pound Sterling cheques drawn on a non-UK bank.

9.3.2 If you want to pay in a foreign cheque of one currency into an Account in another currency (i.e. a cheque drawn in US Dollars into a Sterling account) we will convert the amount at the Exchange Rate on the relevant date. A fee will be charged for collecting the cheque (the "Cheque Collection Fee"), as set out in our Tariff Book.

9.3.3 For a foreign cheque that we collect we will deduct the Cheque Collection Fee from the proceeds at the time we process your item or, if the cheque is returned to us unpaid, we will charge the Cheque Collection Fee at the time we receive the cheque back unpaid. We will also pass on any charges made by the corresponding bank and/or the bank on which it is drawn and will deduct these from the proceeds. Please refer to the Tariff Book for details of our charges and fees.

9.4 General

9.4.1 You must endorse any foreign cheques you pay into an Account.

9.4.2 Whilst we take care in choosing our corresponding bank when negotiating or collecting any foreign cheques, we do not accept liability for loss, damage or delays incurred which is not directly due to our own negligence. If exchange controls and/or restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our corresponding bank will be liable for any loss in exchanging the proceeds into the currency of the relevant account.

9.4.3 Because of difficulties that occur from time to time with foreign cheques (due to currency and jurisdiction) drawn on non-UK banks, for example exchange restrictions, we may not always be able to collect cheques on your behalf.

9.4.4 When we refer to foreign cheques this can also refer to other forms of foreign payment.

10 PAYMENTS OUT OF YOUR ACCOUNT

10.1 Withdrawal

10.1.1 If the cleared balance on your account (plus any unused arranged overdraft) is sufficient, you may make payments or withdrawals using any of the methods specified below.

10.1.2 We set a limit for the cash amount you may withdraw during a day. Whilst we endeavour to fulfil your cash withdrawal on the day, we may require pre-notification from you due to the cash withdrawal limit so that we may make necessary cash arrangements if we, in our discretion, decide to permit you to exceed your daily cash withdrawal limit. We are under no obligation to allow you to exceed your daily cash withdrawal limit. Please contact your Branch in advance for any cash withdrawal request as we may change our cash withdrawal limits from time to time.

10.2 Cheques

10.2.1 We may decide to not pay a cheque issued by you if:

- there is not sufficient money in your account, or payment would cause your account to exceed any arranged overdraft; or
- the cheque contains any technical irregularities (e.g. the words and figures do not agree); or
- we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently.

10.2.2 When you issue a cheque, the amount will normally be deducted from your Account when the beneficiary presents it for payment into their Account. However, a cheque paid into your own Branch, in settlement of a bill, for example, will be deducted from your account on the same day. If you cash a cheque at your own Branch or our other Branches in the UK, the amount will be deducted from your account on the same working day.

10.2.3 If your Current Account goes overdrawn without an agreed overdraft facility or if you exceed your existing agreed overdraft limit as a result of our deducting a cheque from your account, we will charge you interest from the day the cheque is deducted from your account. For details of our interest rates on unauthorised overdrafts, please refer to our Tariff Book. For details of any such arrangement or rate of interest, please contact your Branch or Relationship Manager.

10.2.4 You should not issue future dated cheques (referred to as post-dated cheques). If you do and it is presented for payment before the date specified, we are under no obligation to pay the amount specified on the cheque. However if we do pay such cheques we will incur no liability to you for doing so.

10.3 Debit Card

10.3.1 We may issue debit cards on certain accounts we offer.

10.3.2 You can use the debit card (if available on your Account) to withdraw cash and make payments at shops, online, through mobile apps or using any other methods that may be available. Please refer to our Debit Card section on our website for more information.

10.4 Payment Instructions

10.4.1 You may instruct us to make payments through Direct Debit, Standing Order and to send money within the UK or outside of the UK. For further information, please contact our customer service, visit your Branch or our Website for contact details.

10.4.2 We may cancel any Standing Order on your Account if it is unpaid on more than one occasion.

10.4.3 We may charge you in accordance with our Tariff Book if any Direct Debit on your Account is unpaid due to lack of sufficient funds on your Account.

11 WHEN PAYMENTS WILL/WILL NOT BE MADE BY US

11.1 We will make/authorise a payment from your account if you authorise it and:

- there are sufficient cleared funds in your account (this means that we may refuse a payment due to lack of funds); or

- b. the payment is covered by an authorised/pre-arranged overdraft that we have agreed following a formal or informal request from you for an overdraft or an increase to an existing overdraft limit.
- 11.2 We may need to undertake separate security checks; this may delay your payment/transaction.
- 11.3 When we assess whether to make/authorise payments under clause 11.1, we may consider any other payments that we have made or agreed to make from your Account that Business Day, even if those other payments have not already been deducted from your Account. You must take this into consideration when requesting payments.
- 11.4 We may refuse to make a payment (and we will not be responsible for any loss) if:
- a. the payment would exceed any limits that we may set;
 - b. we are not reasonably satisfied that the transaction or the instruction is lawful;
 - c. we consider that your account has been or is likely to be misused; or
 - d. for security purposes.
- 11.5 If we refuse to make a payment that you have requested: for Standing Orders, Direct Debits and cheques, we may write/inform you that a payment is refused; unless there are any legal/fraud/AML or any other regulatory reasons or requirements for not doing so. If you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if we are able) and the procedure for correcting any factual errors that may have led to the refusal. This information will be available after our refusal of your instruction.

12 RESPONSIBILITIES FOR PAYMENTS

- 12.1 We will make payments based on the information that we require you to provide. If you provide us with incorrect or inaccurate information, we cannot be held responsible if the payment is not made, it is delayed or it is made incorrectly.
- 12.2 If you ask us, we will use reasonable endeavours to recover an incorrect payment.
- 12.3 It is the Recipient's bank's responsibility to make sure that a payment that we have sent to them is added to the bank account of the Recipient.
- 12.4 If a payment has been made by us incorrectly (not as a result of receiving inaccurate or incomplete information from you but due to an error made by the Bank), and we fail to prove that the payment you authorised was received by the Recipient's bank as required, we will without undue delay, refund your account with either:
- a. the payment and charges; or
 - b. in the case of an overpayment, any excess amount incorrectly deducted, so that you do not incur any loss, and we will also restore your Account to the position that it would have been in, if the incorrect payment or overpayment had not been made. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequence of which would have been unavoidable despite all our efforts to the contrary.
- 12.5 You may ask us to trace a payment and, if asked, we will make every effort to do so and advise you the outcome, which may be subject to charges.
- 12.6 If you suspect that an incorrect or unauthorised payment has been made from your Account, you must contact us without undue delay, and in any event within 13 months of the payment being taken from your Account, by contacting your Branch or Relationship Manager. If you do not do this you may not be entitled to a refund.
- 12.7 If you inform us about an incorrect payment:
- 12.7.1 The sort code and account number of an account identifies it, not the name of the account. If you give us incorrect payment details (for example, the wrong sort code or account number) then, once you've told us, we'll make reasonable efforts to recover your payment for you but we may not be able to recover the payment and we may charge you a fee for trying to recover it. If we're unable to recover the payment, we won't refund you. If we are unable to recover the funds, we will provide available information that we have about the payment so that you can attempt to recover the funds.
- 12.8 If we make a payment which was our error, we'll refund you (including any charges which you have paid as a result of the payment being taken).
- 12.9 If an error is made in a Sterling Direct Debit, you'll be entitled to a refund from the payee or from us. This is known as the Direct Debit Guarantee. For more information please see directdebit.co.uk.
- 12.10 Where the error is made in a Euro Direct Debit, you may have further rights under the Single Euro Payments Area (SEPA) Direct Debit Scheme.
- 12.11 What we'll do if the payer's bank tells us about an incorrect payment:
- 12.11.1 We may take a payment from your Account if the payer's bank tells us that this payment was sent to you incorrectly. If this happens, we will hold the money and may contact you to tell you what has happened. We will ask you to confirm if the payment was sent to you incorrectly. If the payment was sent incorrectly then we will return it to the payer. If you tell us that the payment was not sent incorrectly then we may return the money to you but we may have to pass your contact details on to the payer's bank. If we cannot get in touch with you within 15 Business Days, then we will return the payment to the payer. If the payment is a CHAPS payment, we may ask you before we take the payment from your Account.

13 FOREIGN PAYMENTS

- 13.1 Any Exchange Rate applied to your payments will be reflected in your statement.
- 13.2 The Exchange Rate that we will apply to payments that you make involving a currency exchange, other than future dated payments, is the rate that we provide or make available to you upon request to make the payment, and which you agree to by going ahead with the payment or by confirming the rate specifically. The Exchange Rate that we will apply to future dated payments will be the rate applicable at the time that the payment is processed.
- 13.3 If you make a payment that involves an exchange into a foreign currency and that payment is returned to us or is recalled upon your request, we will convert the returned payment back to the original currency at the Exchange Rate applicable when we receive the returned payment. We are not responsible for any loss that you may incur as a result of any fluctuations in the Exchange Rate.

14 INTEREST ON PAYMENTS THAT YOU MAKE AND RECEIVE

- 14.1 You will receive interest, if payable on your Account, on the amount of a payment up to the time that the payment is deducted from your Account.
- 14.2 If your Account is overdrawn, you will be charged interest on the amount of a payment from the time that the payment is deducted from your Account. Details on rates of interest are set out in our Tariff Book.
- 14.3 Interest (where it applies) will be calculated on payments into your Account once the payment has been added to your Account and will be paid into your Account in accordance with the terms that we have agreed with you.

15 CHARGES FOR PAYMENTS

- 15.1 We may charge you for some payments/services that we provide at the rates set out within our Tariff Book. You authorise us to deduct all charges from your account by giving your instructions, or if the charge applies to payments you receive, when we add the payment to your Account.

16 CUT-OFF TIMES, EXECUTION TIMES AND WHEN YOU CAN CANCEL AN INSTRUCTION TO MAKE A PAYMENT

- 16.1 The cut-off time for payments not covered by our Faster Payment Service 24/7 ("FPS 24/7") (as set out under clause 16.10) is the time before which, on a Business Day, a payment or a payment instruction is treated as received by us on that Business Day. This means that if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following Business Day. If we receive a payment or a payment instruction on a day that is not a Business Day, we will treat this as received on the following Business Day. Cut-off times vary for different types of payment and depending on when it will be processed by us. Further details of cut-off times can be obtained by contacting your Branch.
- 16.2 The above cut-off points and timescales may be subject to change in the event that our operations are significantly impacted by circumstances beyond our reasonable control, which shall include, without limitation, any effects of the Covid-19 pandemic.
- 16.3 Some types of payment have additional currency cut-off times. For these payments, you must give your instructions before the applicable cut-off times that apply in order for us to treat the instructions as received before the cut-off time.
- 16.4 The effective date for your instruction will depend on whether your payment instructions were received before or after the cut-off time.
- 16.5 Where you have instructed us to make a payment the same Business Day, subject to the cut-off time, you may not be able to cancel or change your instructions once they are received.
- 16.6 If you instruct us to make a payment on a future date, we will begin to process the payment on the date that you specify. You may be able to cancel a payment if we have not already started processing it.
- 16.7 If you want us to cancel a cheque, or cancel a Standing Order, Direct Debit or future dated payment instructions on your Account, you must contact your Branch in person or by telephone and provide written confirmation which must include the following details:
- For Cheques – cheque number and date of issue, your Account number, amount and name of the person to whom the cheque was made payable to.
 - For Direct Debit and Standing Orders – name of the recipient, amount, frequency and your Account details.
 - Future dated payments – name of recipient, amount, due date for payment and your Account details.
- 16.8 In certain circumstances it may not be possible or practical for us to effect cancellation of a payment instruction. Under our 24/7 FPS (as defined in clause 16.1) you are able to:
- receive payments made to you by third parties through a local bank (instantly, subject to our internal checks and procedures); and
 - make local payments outside of Business Hours and Business Days using the HBZ Internet Banking accessed with your Secure Key and/or Authenticator (please see the HBZ Internet Banking Terms and Conditions regarding the use of Secure Keys and Authenticator).
- 16.9 The 24/7 FPS is only available for payments made within the UK, i.e. outward payments made by you from the UK or inward payments received by you in the UK. CHAPS, foreign exchange and non-UK payments are not covered.
- 16.10 If you tell us to make a payment in the UK, in most cases the payment will be made using the 24/7 FPS and the money will be added to the Recipient's account immediately. In limited circumstances, the payment may take longer to reach the Recipient's account. If we can't use the 24/7 FPS then the following timescales will usually apply:

Type of payment	When the payment will reach the Recipient's account following receipt of your instruction:
Sterling electronic payment	By the end of the next Business Day.
Sterling paper-based payment (such as a giro payment)	By the end of the second Business Day.

If an instruction is received on a non-Business Day, or after 3.30pm on a Business Day, the process for making the payment will start on the next Business Day.

17 STATEMENTS

- 17.1 We will provide you with paper statements or e-statements (if requested as a preferred alternative) on all of your current and call accounts that we offer on your chosen frequency. Statements will not be sent if there is no transaction in the account for one month or more. However, we will send you statements at least annually for any current and call account that you do not use for six months or more. If you have HBZ Internet Banking Service, you may request

us not to send paper statements. Paper statements can be provided on request free of charge. Additional copies can be provided but charges will apply.

- 17.2 You must read your statements carefully. If you suspect that an unauthorised or incorrect payment has been made from your account, then you must contact your Branch promptly. If you do not tell us immediately and in any event within 13 months after the date the payment was debited from your account, you will not be entitled to have any error corrected or payment refunded or anything else.
- 17.3 Items that are due to credit your account may be returned or recalled by the person making the payment and so may not have been included on your statement. The fact that some items appear on the statement of the account, is not a guarantee that they will be credited into your account, such as cheques that are credited to your account for interest calculation purposes but can be returned on a later date.

18 BORROWING AND OVERDRAFTS

- 18.1 Borrowing can be arranged either by an overdraft on your current account or in the form of any other credit facility for which you will need to contact your Branch. In some cases, we may need security for the borrowing. Just because we agree to lend you money or provide some other kind of assistance does not mean that we are advising you that your business or proposition will succeed. Ultimately, the decision as to whether to proceed is yours. We are under no obligation to authorise any borrowing you may wish to make.

We recommend that you obtain independent advice be taken from an accountant, solicitor, valuer and/or other professional advisor in relation to any proposed borrowing or security.

- 18.2 You cannot go overdrawn on your call deposit account.
- 18.3 If any borrowing (arranged or otherwise) is applied for but not availed by you, you shall be liable for any payment, costs and/or invoices from external advisors (e.g. solicitors, valuers) that we may incur. Any additional costs arising from late payment of these invoices will also be borne by you.
- 18.4 You should always keep your current account in credit unless we have agreed an overdraft limit with you. If we have agreed an overdraft limit with you, you must not exceed this limit. We understand that on occasions you may accidentally overdraw your current account or exceed an agreed overdraft limit. We will determine, at our discretion, whether we will permit such unauthorised overdrafts and the amount we may allow for such exceptional overdraft. If we have allowed you to go overdrawn without an agreed overdraft previously, this does not mean we will do so in the future and we may decide not to pay a cheque or other item if it would make the account go overdrawn or go over an agreed overdraft limit. This may include Standing Orders, Direct Debits or bill payments that you had previously instructed us to make.
- 18.5 If we pay a cheque or other item you issue or make any payment on previous instructions from you and, as a result, your account goes overdrawn or over your agreed overdraft facility, this does not mean that we have agreed an overdraft or an increased limit. You must immediately pay sufficient funds into the relevant account to cover the overdrawn amount or the amount that is over your agreed limit, or contact us to discuss the matter.
- 18.6 If your current account is overdrawn, either as a temporary arrangement or due to an arranged overdraft limit, we will expect you to make regular payments into your current account and bring the account into credit in line with the arrangement. Please advise us promptly if you are unable to meet your commitments.

- 18.7 If an overdraft limit on your current account is agreed, the interest rate payable on the debit balances will be shown in your facility letter, setting out the terms of the overdraft.

- 18.8 If your account goes overdrawn without an agreed limit, we reserve the right to charge interest on the unauthorised amount at a rate higher than interest rates applicable to overdrafts within agreed limits. We will continue to charge a higher rate until:

- 18.8.1 we have agreed a formal borrowing arrangement; or
- 18.8.2 the cleared balance on your account is back within your agreed overdraft limit; or
- 18.8.3 there is a cleared credit balance on your account if there is no agreed limit.
- 18.9 The higher interest rate may vary but will be included in the Tariff Book.
- 18.10 We may reduce or increase your overdraft limit. We will write to you before doing so.
- 18.11 We will tell you the amount of:

- 18.11.1 any arrangement fee we may charge for agreeing your overdraft; and
- 18.11.2 any fee for reviewing your overdraft.

- 18.12 We will calculate the interest you owe on the cleared debit balance on any account daily, on the basis that there are 365 days in a year and will compound such interest monthly. Interest calculated on this basis will be payable for the duration of the overdraft in respect of each of the 365 days in a calendar year. The amount of interest payable will be deducted from the relevant account monthly in arrears on or around the 25th day of each month or if we have to make demand, on the date of such demand.

- 18.13 Unless otherwise agreed by us in writing, we may at any time withdraw your overdraft limit and demand that you repay any money you owe us immediately. If we make demand for repayment, we may debit interest and/or accrued fees and charges to your account on the day demand is made and include such sums within the demand. We may also change the date on which charges are applied to your account. After demand, you will still have to pay interest until you have repaid us in full, at the same rates as before demand, on the amount demanded, and on any other sums debited to your account, unless we agree otherwise with you.

- 18.14 We may cancel any Standing Order or Direct Debit on your account if it is unpaid on more than one occasion.

- 18.15 If you have a foreign currency account, different arrangements may apply to overdrafts.

19 RESPONSIBILITY FOR BORROWING

- 19.1 Sole Trader: You are personally responsible for any monies your business owes us.

- 19.2 **Partnership, Personal Representatives and Trustees:** As well as the account holders being jointly liable for monies owed to us, each partner, personal representative or trustee is individually liable for all such monies, even if he or she has subsequently ceased to be a partner, personal representative or trustee, unless we have agreed otherwise in writing. We have the right to demand repayment from all or any account holders for all or part of such monies.

- 19.3 **Corporate Customers, Club, Society, Association and Charity:** The signatories are not normally liable for monies owed to us, unless, in the case of a members' club, they are members of it, in which case they will have the same liability as other members.

- 19.4 **Financial Difficulties:** If you have any difficulty in repaying us, please contact your Branch and let us know as soon as possible.

20 TERM DEPOSIT ACCOUNTS

20.1 Fixed Term Deposits

- 20.1.1 Fixed term deposits are for a fixed period and therefore (subject to the provisions stated below) you should not place your funds in such an account if you may need to have access to them before the term ends.

- 20.1.2 The term of your deposit is fixed for the period selected by you when you apply (and as subsequently agreed in any rollover). The term will start on the day agreed and as advised to you in writing by us and will continue for the period selected by you (and as subsequently agreed in any rollover).
- 20.1.3 You **CANNOT** withdraw your money from your term deposit account until the term ends unless we, on your written request, in our sole discretion agree to allow you to break the term. If we agree to break the term deposit, we may levy charges to reasonably compensate us for any loss of income, mismatch of money market placements and any charges in relation to breaking the deposit.

21 SECURITY

- 21.1 You shall ensure that your authorised signatory(ies) must take all reasonable precautions to keep safe and prevent fraudulent use of any security details relating to your account (the “**Security Details**”). These precautions include but are not limited to the following, as applicable:
- 21.1.1 never writing down or otherwise recording your Security Details such as business/personal details, PIN/passwords and account number in a way that can be understood by someone else;
- 21.1.2 not choosing Security Details that may be easy to guess;
- 21.1.3 keeping your Security Details unique to your accounts with us; and
- 21.1.4 changing your security details immediately and telling us as soon as possible if you know, or even suspect, that your details may have been compromised.
- 21.2 If any Security Details are lost or stolen, or you suspect that someone has used or tried to use them, you must notify your Branch without delay by visiting your branch or calling them on the phone numbers available on our Website.
- 21.3 We may suspend, withdraw or restrict the use of our telephone and/or HBZ Internet Banking Services where:
- 21.3.1 we have reasonable grounds to suspect that your Security Details have not been kept safe or compromised; or
- 21.3.2 we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Details.
- 21.4 Unless we are unable to contact you or there is a legal reason or there are 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 in writing and give our reasons.

22 LIABILITY

- 22.1 Subject to these Terms and any applicable laws we will be responsible for any unauthorised transaction which you tell us about. Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting loss of interest and charges. We will have no further liability to you.
- 22.2 You will be responsible for all losses arising from unauthorised transactions on your account as a result of:
- 22.2.1 you acting fraudulently; or
- 22.2.2 you intentionally or with gross negligence give another person access to your Security Details.

23 UNFORESEEN CIRCUMSTANCES

- 23.1 We will not be responsible to you if we fail to comply with any of these Terms:
- 23.1.1 due to abnormal and unforeseen circumstances beyond our control, the consequence of which would have been unavoidable despite all efforts to the contrary; or
- 23.1.2 where our failure to comply is due to obligations under international, European or national laws.

24 CHANGING THE TERMS, INTEREST RATES AND CHARGES

- 24.1 We may change these Terms, interest rates and our charges (please refer to the Tariff Book) by notifying you as explained below:

24.2 Interest rate changes

- 24.2.1 If the overdraft interest rate is based on a reference rate (for example, the Bank of England base rate or our base rate (as applicable)):
- a. we will change the interest rate within one Business Day of any change to the reference rate. The new rate will be shown on your next statement; and
- b. we may change the amount by which your interest rate is set above or below the reference rate and/or provide that it will no longer be based on the reference rate by providing you with 60 days’ (or such period required by law) notice in writing and on our Website.
- 24.3 If the overdraft interest rate is not based on a reference rate (as described above):
- 24.3.1 if a change to the interest rate is not favourable to you, we will inform you in writing in advance of making the change; and
- 24.3.2 if the change to the interest rate is favourable to you, we will provide notification on our Website.
- 24.4 If the credit interest rate is based on a reference rate (for example the Bank of England base rate or our base rate (as applicable)):

- 24.4.1 we will change the interest rate within one Business Day of any change to the reference rate.
- 24.4.2 we may change the amount by which the interest rate is set above or below the reference rate and/or provide that it will no longer be based on the reference rate by providing you with at least 60 days (or such period required by law) advance notice.
- 24.5 If the credit interest rate is not based on a reference rate we may change it in the following ways:
- 24.5.1 if the change is favourable to you, either by, advising you about it personally in writing or by publishing it on our Website; and
- 24.5.2 if the change is not favourable to you, by telling you about at least 60 days (or such period required by law) in advance of making the change.

24.6 Reasons for changing credit interest rates (Excluding Time Deposit accounts)

- 24.6.1 We may change the interest rates we pay on credit balances, where applicable to:
- a. respond proportionately to a change in the Bank of England’s base rate or any other publically listed market rate;
- b. respond proportionately to changes in the interest rates paid by other banks and financial institutions on personal current accounts;
- c. reflect changes in the costs we reasonably incur in providing your account;
- d. reflect changes in the law or a decision by an ombudsman;
- e. meet changes in regulatory requirements; or
- f. reflect changes in any applicable codes of practice.
- 24.6.2 If we give you notice of a change in interest rates then, for a period of 60 days from the date of our notice, you have the right to switch or close your account without loss of interest or any additional charges. This right will not be affected by any account specific terms which would otherwise prevent you closing your account or closing it without loss of interest or additional charges. If you do not switch or close your account, you will be deemed to have accepted the changes.

25 OTHER CHANGES TO THESE TERMS

- 25.1 We may make changes to these Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) by giving you 60 days (or such period required by law) written notice and will be published on our Website.
- 25.2 We may make changes to our Tariff Book that applies to your account (including introducing new charges or making changes to the basis on which we charge for operating/providing product(s)/service(s)) in the following ways:
- 25.2.1 for changes to interest rates;
- 25.2.2 for overdraft information (excluding interest rates) and to increase the charges that apply to money that you borrow from us, by giving you at least 60 days' (or such period required by law) advance personal notice;
- 25.2.3 for reductions in the charges which apply to money that you borrow from us by telling you personally within 60 days (or such period required by law) of the change;
- 25.2.4 for any other change, by giving you at least 60 days (or such period required by law) advance written notice, which will be published in our Website.

26 REASONS FOR MAKING CHANGES

- 26.1 We may make any change to these Terms for all or any of the valid reasons set out below but not limited to:
- 26.1.1 if the change is favourable to you.
- 26.1.2 following, or in anticipation of, and to respond to a change in any relevant laws, regulation or to respond to a change in industry guidance or code of practice or good banking practice.
- 26.1.3 to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- 26.1.4 to respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- 26.1.5 to respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- 26.1.6 to respond to any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
- 26.1.7 to respond to any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- 26.1.8 to improve the services that we provide.
- 26.2 Where we make any change under this clause, the change will be proportionate to the underlying reason for the change.

27 WHAT YOU CAN DO WHEN WE TELL YOU ABOUT A CHANGE

- 27.1 You may close your account within 60 days (or such period required by law) of the date of any advance notice of a change we send to you or, if longer, up to the date the change is due to take effect, unless it is a change in overdraft interest rates. There will be no charge for this. If you do not tell us that you want to close your account, then we will assume you have accepted the change and it will take effect automatically.

28 CLOSING OR CONVERTING YOUR ACCOUNT

- 28.1 Closure by you**
- 28.1.1 You can close your account at any time for any reason without charge if the terms for your account permit you to do so. We will forward any credit balance plus any accrued interest (if applicable) on your account to you after:
- a. you have given us written notice that you wish to close the account;
- b. you have returned all (unused) cheques and cards if issued to you and all connected parties; and
- c. you repay in full any money you owe us including any interest, costs or charges.
- 28.2 You must cancel all Direct Debit and Standing Order arrangements.
- 28.3 We reserve the right to recover any costs we may incur after account closure but which relate to your account.
- 28.4 If you close your account then our agreement, including these Terms, will also end.
- 28.5 Closure by us**
- 28.5.1 We can close your account and terminate these Terms with you immediately in the following situations:
- a. if you have seriously or persistently broken any of these Terms;
- b. you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
- c. your account is, or we reasonably suspect your account is, being used for an illegal purpose;
- d. you are, or we reasonably suspect you may be acting fraudulently;
- e. your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account;
- f. you were not entitled to open your account or take out your service;
- g. we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- h. if we reasonably consider that by continuing this agreement: (i) we may break a law, regulation, code, court order or other duty; or (ii) we, our parent or another member of our parents group, may be exposed to action or censure from any government, regulator or law enforcement agency.
- 28.5.2 We will give you notice in writing immediately after your account has been closed.
- 28.5.3 We may close your account for any other reason by giving you at least 60 days (or such period required by law) written notice. If we close your account we will repay any credit balance owed to you by either issuing a cheque or action upon your written instructions.
- 28.6 Conversion**
- 28.6.1 We can convert your current account to another current account in our range. We will only do this if:
- a. we have a valid reason for converting your account; and
- b. we give you notice not less than 60 days (or such period required by law) before we convert it.
- 28.6.2 We will convert your account after the expiry of our notice unless in the meantime you have given us written notice that you wish to close your existing account. For a further 30 days from the date on which we convert your account, you may close the account (or switch to any other account we are willing to provide to you) without loss of interest or additional charges.

29 HBZ INTERNET BANKING TERMS AND CONDITIONS

29.1 These HBZ Internet Banking Terms and Conditions (the **Terms**) set out the Bank's obligations to you and your obligations to the Bank for the use of HBZ Web Banking and for use of the HBZ App (when offered by the Bank). These Terms should be read in conjunction with other sections of the General Banking Terms and Conditions (as updated from time to time). If there is a conflict between a provision contained in these Terms (clause 30) and a provision contained in other sections of the General Banking Terms and Conditions, the provision contained in these Terms shall prevail and shall take priority over the provision contained in other sections of the General Banking Terms and Conditions.

These Terms apply both to the use of HBZ Web Banking (as defined below) and the HBZ App (as defined below). Together, HBZ Web Banking and the HBZ App constitute HBZ's internet banking services ("**HBZ Internet Banking**"). References to HBZ Internet Banking refer to HBZ Web Banking and the HBZ App.

By accessing HBZ Web Banking and/or the HBZ App, you confirm that you have read and agree to these Terms and the General Terms and Conditions (copies of which can be found on <https://www.habibbank.com/uk/home/downloadCenter.html>).

Only the following people have rights under these Terms: you, us, the supplier of the mobile device to which you have downloaded the HBZ App and the App store from which you downloaded the HBZ App.

We give you a licence to use the HBZ App on a mobile device that you own, control or use, subject to these Terms and any usage rules set out in the terms of service of the supplying App store. This licence will start when you have downloaded the HBZ App and log on for the first time and will continue until terminated as set out below, for example clause 30.16.

You are responsible for all instructions given through the Internet Banking, by you or anyone acting with your authority

If you suspect someone knows your Login Name, Password, OTP and/or any other security details/procedures then you must contact us immediately. If you are in the United Kingdom - you must phone our Helpline on 0800 6 444 429, or contact your Branch OR if you are abroad on +44 207 1 184 429. If you fail to do so, you will be liable for any unauthorised payments on your Bank Account confirmed by use of the Security Procedures.

29.2 Definitions

"**Business Day**" means a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays;

"**the Bank**" means the UK Operations of Habib Bank AG Zurich and whose registered address in the UK is at Habib House, 42 Moorgate, London EC2R 6JJ;

"**Bank Account**" means one or more account(s) opened by the Bank in your name;

"**GSM Service Application Form**" means the application form relating to the provision of the GSM Service;

"**GSM Service**" means the update and alert service whereby you will receive updates and alerts regarding your Bank Account as chosen by you (for example, transaction alerts and recurring balance updates). Such updates and alerts will be sent to you by text message by the Bank to the mobile phone number nominated by you for this purpose;

"**HBZ App**" means our application which can be downloaded to any mobile device which runs on operating systems supported by us, through which you can access HBZ Internet Banking services;

"**HBZ Web Banking**" means online platform which can be accessed from the Bank's website through which you can access HBZ Internet Banking service;

"**Internet Banking Application Form**" means the form that existing customers of the Bank must complete and return to us in order to access the HBZ Internet Banking

"**Login Name**" means the name that you choose to use in order to log into HBZ Internet Banking;

"**OTP**" means the onetime password consisting of a unique set of numbers that the Bank shall send to you via text and/or email (to the mobile number and email address that you provide to us in the Account Opening Form (for new customers of the Bank) or in the Internet Banking Application Form (for existing customers of the Bank) when you are completing an online money transfer or payment. For clarity, the OTP shall be sent for the first transfer/payment you undertake during a login session and further OTPs will not be required for additional payments are processed within the same session.

"**Authenticator**" means the security code generated on your registered device through the HBZ App, which will be your secure code and which can only be generated through the HBZ App.

"**Password**" means the unique number the Bank will provide to you and which you are required to change when you complete the registration process;

"**Secure Key**" means the memory stick / electronic secure key which (whilst we offer this functionality) we may provide to you when requested through HBZ Web Banking;

"**Security Procedures**" means your Login Name, the Password, the GSM Service, the OTP messages and such other security details and procedures as the Bank may require from time to time;

"**Tariff Book**" means our separate document which sets out our charges from time to time.

The current Tariff Book is displayed in our branches and on our website (www.habibbank.com) and is also available on request;

"**Website**" means <https://www.habibbank.com/uk/home/ukHome.html>

"**You**", "**Your**" means:

- in the case of an individual, the customer who has a Bank Account(s) with the Bank on which the HBZ Internet Banking is available. If you have a joint Bank Account, references in these terms and conditions to "you" include each of you together and separately; or
- in the case of a limited company, any director, official and any other persons authorised by the customer to give instructions on the Bank Account; or
- in the case of a partnership, the individual partners (in their separate capacities of partners and individuals) and any other persons authorised by the customer to give instructions on the Bank Account(s); or

- in the case of a limited liability partnership, any member and any other person(s) authorised by the customer to give instructions on the Bank Account(s);
- in the case of a sole trader or professional practitioner, the customer who has the Bank Account(s) and any other person(s) authorised by the customer to give instructions on the Bank Account(s);
- in the case of a club, society or unincorporated body, any official and any other person(s) authorised by the customer to give instructions on the Bank Account(s);
- in the case of a trust, any trustee and any other person authorised by the trustees to give instructions on the Bank Account(s).

29.3 Eligibility

29.3.1 HBZ Web Banking is available to all existing and new customers of the Bank only whilst this service is offered by the Bank. The Bank may modify, withdraw or suspend provision of HBZ Web Banking at any time, but the Bank will give prior notice before doing so.

29.3.2 The HBZ App is (or will be) available to all existing and new customers of the Bank only whilst this service is offered by the Bank. The Bank may modify, withdraw or suspend provision of the HBZ App at any time, but the Bank will give prior notice before doing so.

29.4 How to apply to use HBZ Internet Banking:

29.4.1 If you are a new customer of the Bank, in order to apply to access HBZ Internet Banking, you must indicate that you would like to use HBZ Internet Banking in your Account Opening Form.

29.4.2 If you are an existing customer of the Bank, in order to apply to access HBZ Internet Banking, you must complete, sign and submit an Internet Banking Application Form to us.

29.4.3 In both the Account Opening Form and the Internet Banking Application Form, you will be asked to provide us with a mobile number and an email address. You will not be granted access to HBZ Internet Banking unless you provide this information to us.

29.5 How to access HBZ Web Banking and the HBZ App:

29.5.1 HBZ Internet Banking can be accessed through the Website or via the HBZ App.

29.5.2 You can download the HBZ App from Google Play Store or the Apple App Store.

29.5.3 The HBZ App can be downloaded and used on a mobile device running an operating system which supports the HBZ App, from which you can access the internet. You are responsible for ensuring that your device is capable of operating the HBZ App (which we will update from time to time).

29.5.4 You will not be able to, and are not permitted to, access HBZ Web Banking via the Website if you are using any system which does not support the use of the HBZ Web Banking.

29.5.5 When you download the HBZ App for the first time you will be prompted to input an OTP and reconfirm your agreement to these Terms (as amended from time to time).

29.5.6 By using HBZ Internet Banking, you confirm your continued agreement to these Terms. If the Bank updates these Terms, you will be notified. You must not use HBZ Web Banking or the HBZ App if you do not agree to these Terms or to any updates of these Terms from time to time, and you confirm your agreement to these Terms (as updated from time to time) by using any part of HBZ Internet Banking.

29.5.7 We may send you messages about your Bank Account via HBZ Web Banking/HBZ App. You should therefore read any new e-messages we have sent you each time you log on to HBZ Web Banking/HBZ App.

29.5.8 Updates to the HBZ App may be issued periodically through the supplying app store. For some devices, updates will be downloaded automatically. If this does not happen, you will need to download the update yourself. Depending on the update, you may not be able to use the HBZ App until the latest version has been downloaded. To make sure you always have access to the HBZ App, and to keep your account secure, you should keep your HBZ App updated.

29.5.9 We may prevent access to HBZ Internet Banking if you're using an outdated browser or are using a version of an app we no longer support. HBZ Internet Banking functionality may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled.

29.5.10 If you use both HBZ Web Banking and the HBZ App, you will have the same username and password for both services.

29.6 HBZ Web Banking and the HBZ App

29.6.1 Subject to the applicable procedures (such as our requirements of the use of any Secure Key or Authenticator, if required by us from time to time), through HBZ Web Banking and the HBZ App you can:

29.6.1.1 Check the balance and available balance on your Bank Account;

29.6.1.2 View recent transactions;

29.6.1.3 View your statements;

29.6.1.4 Make transfers between your Bank Accounts;

29.6.1.5 Make payments from your Bank Accounts, either to third parties who have accounts with us or with another bank; and

29.6.1.6 Carry out any other additional service(s) that we currently provide and which we may provide in the future.

29.6.2 Depending on your operating system or the device that you use to access the HBZ App, you may not have access to all of the services provided within the HBZ App.

29.7 Use of the HBZ App

29.7.1 You are eligible to download and use the HBZ App if you are registered for receiving OTP.

29.7.2 You can log into the HBZ App by following the on-screen instructions and prompts, using the same Login Name and Password you use for HBZ Web Banking. The HBZ App also offers the ability to log in with fingerprint ID and facial recognition, if the hardware and software capabilities of your mobile phone/device allows this.

29.7.3 You should read any new e-messages we have sent you each time you log on to the HBZ App.

29.7.4 You must not:

29.7.4.1 Copy or reproduce all or any part of the HBZ App;

29.7.4.2 Alter, modify or adapt all or any part of the HBZ App; and/or

29.7.4.3 Carry out reverse engineering of the HBZ App.

29.8 Authority

- 29.8.1 You authorise us to accept and act on any instructions given by you or by anyone acting on your behalf through HBZ Web Banking and/or through the HBZ App, including any instruction to make payments to and from your Bank Account(s).
- 29.8.2 If you have a joint Bank Account which is operated singly or any / survivor (i.e. any one of the Bank Account holders and/or signatories (in case of a company account) can give us instructions separately) then we will act on the **instructions of any one of you** but you are each responsible for all transactions carried out through HBZ Internet Banking and for the payment of any liability which arises on your Bank Account. If you have a joint Bank Account which is operated jointly, then we will act on the instructions of both of the Bank Account holders and/or signatories (in case of a business account) and you shall each be responsible for all transactions carried out through HBZ Internet Banking and for the payment of any liability which arises on your Bank Account.
- 29.8.3 In the case of business accounts, we will act on the instructions of the authorised signatory(ies) as provided in the bank mandate given by the company to us.
- 29.8.4 If you request for an additional login for your account through HBZ Web Banking, you are responsible for all instructions given through HBZ Internet Banking, by you or anyone acting with your authority

29.9 Transactions made through HBZ Internet Banking

- 29.9.1 We currently offer the ability to transfer and/or make payment of funds via HBZ Internet Banking. We may at our discretion stop providing such functionalities, and we may stop providing HBZ Web Banking/HBZ App in its entirety. If we do so, we will give you notice. If we stop providing certain features or functionalities within HBZ Web Banking/HBZ App, or if we stop providing HBZ Web Banking/HBZ App in its entirety, then the following clauses will only continue to apply to the extent that we continue providing the described services and procedures through HBZ Web Banking/HBZ App.
- 29.9.2 In order to make a transfer and/or payment of funds via HBZ Web Banking, and if you are an existing customer of HBZ Web Banking, prior to logging in you may currently be required to obtain a Secure Key from us (but we will change this process shortly). We are not obliged to require your use of a Secure Key, and we may not require you to use a Secure Key, and we can stop use of the Secure Key at any time by giving you prior notice. If (during the time that we require use of the Secure Key functionality) we do require your use of a Secure Key, then your use of any Secure Key will be your agreement for us to make the transfer or payment and we shall debit your applicable Bank Account. New customers of HBZ Web Banking will not be able to use a Secure Key and will be required to generate the authenticator code through the use of HBZ App.
- 29.9.3 You authorise us to accept and act on your instructions and to pay to and from your Bank Account(s) the amounts involved when any transaction has been authenticated by you.
- 29.9.4 We will change the procedure for making transfers and/or payment of funds via HBZ Web Banking shortly. For example, we will require use of an Authenticator in order to make transfers and/or pay funds via HBZ Web Banking, rather than sending you a Secure Key. In such circumstances, you shall comply with our requirements for use of the alternative provisions (such as use of the Authenticator). The Authenticator is, or shall be, accessed through the HBZ App. Use of the Authenticator will be your agreement for us to make the transfer or payment and we shall debit your applicable Bank Account. You authorise us to accept and act on your instructions and to pay to and from your Bank Account(s) the amounts involved when any transaction has been authenticated by you.
- 29.9.5 If you wish to make any transfers or make a payment through the HBZ App, you will be required to follow our security processes. The type of security process(es) that the HBZ App requires will depend on your login status and we may change these security processes over time. For example, we may require a security measure be taken (such as by way of the Authenticator or through an OTP) for the first transfer/payment you undertake during a login session, with further security measures not being required for additional payments which are processed during that same login session. All security measures as required by the HBZ App must be followed.
- 29.9.6 You can login to HBZ Web Banking without a Secure Key or Authenticator, however you will not be permitted to make any payments or transfers and you will only be permitted to view the balance on your Bank Account(s) and view your statements.
- 29.9.7 Before you request a transfer or payment of funds, you must ensure that the cleared balance in the Bank Account from which you wish to make the transfer/payment is and will be sufficient to cover the transfer/payment and any associated costs.
- 29.9.8 You have a daily online limit depending on your account type (Business). Please check with your Branch or Relationship Manager for further information on your daily online limit.
- 29.9.9 If we are unable to act on your instructions made through HBZ Web Banking or the HBZ App, then (unless there are security and/or legal reasons) we will endeavour to inform you by telephone or email and, where possible, give our reasons for doing so. We will not be required to inform you where we cannot act on your instructions due to insufficient funds. You can also obtain such information by visiting your Branch in person or by telephone, unless there are security and/or legal reasons which prevent your Branch or our internet banking customer service centre from providing you with this information.
- 29.9.10 When using HBZ Web Banking and/or the HBZ App to make transactions on your Bank Account, you agree and acknowledge that:
- 29.9.10.1 by clicking the "Process" button when making a transfer/payment via HBZ Internet Banking (whether through the Website or the HBZ App), you consent to us making the transfer or payment and we will therefore process the payment on your behalf;
- 29.9.10.2 your Bank Account may be debited immediately on submitting a request for a transfer/payment of funds;
- 29.9.10.3 if your transfer/payment request is accepted by us then we shall endeavour to process such request on the same day that it is made provided such request is

received (subject to clause 29.9.10.4 below) by us before the applicable cut-off time on a Business Day or if it is received after the applicable cut-off time then on the next Business Day. Cut-off times may differ depending on the currency of the transfer/payment, details of which are available from your Branch;

- 29.9.10.4 any request for a transfer/payment will be deemed to have been received for processing by us at such date and time as that stated by our banking processing system which will not necessarily be the same as the time and date on which you actually sent such request. In the event of any dispute the date and time in our banking processing system shall be considered as conclusive. As an example, if you send a request a few minutes before an applicable cut-off time but our banking processing system shows that the request was received (for any reason) after the cut-off time, then the request will not be processed until the next Business Day;
- 29.9.10.5 we may refuse to process or delay processing any transfer/payment if it would violate any guideline, rule, policy or regulation of any government authority or funds transfer system;
- 29.9.10.6 where any transfer/payment is to be made from a Bank Account denominated in one currency to an account denominated in another currency then it shall be subject to conversion at our Exchange Rates for such currencies on the Business Day when the request was processed by us and not the Business Day on which the request was made or received. Foreign exchange rates displayed on the Website are indicative rates only;
- 29.9.10.7 we shall charge and you agree to pay any charges as set out in our Tariff Book which apply when you use HBZ Internet Banking or any part of it; and
- 29.9.10.8 we may, in our absolute discretion, select the method/channel by which we make any transfer of funds to a third party, including, for example, method of payment and the identity of any correspondent bank(s) (as appropriate). You agree to not hold us responsible for any mistake or omission caused by or due to the method/channel selected by us, and/or any correspondent bank.

29.10 Security

- 29.10.1 We will ask you to confirm your login details and authentication (as applicable) when you log on and before we accept certain instructions you give us through HBZ Web Banking and/or the HBZ App. We may also rely on some of the security functions on the devices you use when you access Internet Banking, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.
- 29.10.2 You must keep all Security Procedures secret and take all reasonable precautions to keep them safe and to prevent unauthorised or fraudulent use of them.
- 29.10.3 You must not disclose the Security Procedures to any other person or record the Security Procedures in any way that may result in them becoming known to another person.
- 29.10.4 You acknowledge that after you receive confirmation details when you are first granted access to HBZ Web Banking and/or the HBZ App, we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Procedures 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 Procedures to them in any circumstances. You should report any such requests to us by contacting your Branch immediately. If you are unable to get in touch with your Branch e.g. outside Business hours then you must phone our Helpline on 0800 6 444 429 if are in the United Kingdom OR if you are abroad on +44 207 1 184 429. If you fail to do so, you will be liable for any unauthorised payments on your Bank Account confirmed by use of the Security Procedures.
- 29.10.5 For security purposes, always use the latest version of the HBZ App.
- 29.10.6 Where an unauthorised transaction occurs on a Bank Account, subject to clause 29.10.8 and 29.10.9, you will not be liable for that transaction provided the unauthorised transaction was not caused as result of you acting fraudulently or acting with intent or acting with gross negligence or not acting in accordance with these Terms (which expressly includes, but is not limited to, failing to notify us if you know or suspect someone else knows your Security Procedures or has used or tried to use your security details).
- 29.10.7 Where an unauthorised transaction occurs on a Bank Account as a result of the Security Procedures being lost or stolen, you may be liable for up to a maximum of £35 unless (i) the loss or theft of the Security Procedures was not detectable by you prior to the payment (unless you acted fraudulently) or (ii) the loss of the Security Procedures was caused by our act or omission.
- 29.10.8 If you suspect that someone knows or may know your Security Procedures then you must contact us immediately. If you fail to do so, you may be liable for some or all of any unauthorised payments on your Bank Account confirmed by use of the Security Procedures.
- 29.10.9 Subject to clause 29.10.7 above, you will be responsible for all instructions given by you or anyone acting with your authority between the time you log onto HBZ Web Banking and/or the HBZ App, and the time you exit from HBZ Web Banking and/or the HBZ App. In your own interests, you should not leave the device you are using to access HBZ Web Banking and/or the HBZ App unattended while you are still logged into HBZ Web Banking and/or the HBZ App.
- 29.10.10 Notwithstanding anything stated elsewhere in these Terms and despite correct use of your Login Name and Password, we shall be entitled in our sole discretion (but shall not be obliged) to seek additional written or other confirmation from you of any instruction, transaction or activity as we may deem fit.
- 29.10.11 We may refuse access to your Bank Account through HBZ Web Banking and/or the HBZ App if we suspect that an unauthorised person is attempting to log into your Bank Account or if incorrect security details are used in attempting to log in.
- 29.10.12 You must change any one or more of the Security Procedures if we ask you to.
- 29.10.13 You must give us all the information you have regarding unauthorised access to your Bank Account to enable us to investigate the matter and you will cooperate with us and any legal authority including the police in any investigation.

- 29.10.14 We may use other procedures, software and technology to help us identify you, and to detect any malware (such as viruses, worms, trojans and other malicious software) on the computer or device you use to access HBZ Web Banking and/or the HBZ App. If we detect these things, we may suspend, restrict or block your access to HBZ Web Banking and/or the HBZ App or the use of your security details. If this happens, you may not be able to access some or all of these services again until you have removed the viruses or malware.
- 29.10.15 If your mobile device(s) which you use to access the HBZ App support fingerprint, biometric or face ID logins, you must only activate these features on your device(s) if you do not allow any other persons to use that mobile/device or if you are confident that no other persons will be able to log into your Bank Account(s) via HBZ App. All transactions authorised via the HBZ App will be deemed to have been authorised by you, so you need to ensure (and you have responsibility for ensuring) that no other persons will be able to log into HBZ App with their own fingerprint, biometric or face ID logins.
- 29.10.16 Only install the HBZ App on properly supported mobile devices. Never install the HBZ App on mobile devices which have been jail-broken or rooted, as these mobile devices are less secure and may compromise security of your Bank Account.
- 29.11 Your contact details and contacting you**
- 29.11.1 You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:
- 29.11.1.1 we'll continue sending alerts to your old device or number until you tell us; and
 - 29.11.1.2 we won't be liable for any loss you suffer if someone else finds out your Bank Account information.
- 29.11.2 Please remember that in any event you are responsible for checking your statements to ensure the accuracy of your balance and to check payments made from, or received into, your Bank Account.
- 29.11.3 If your account details or any other information about you changes, tell us straight away. We have no responsibility for you not receiving communications from the Bank as a result of you failing to let us know about any changes to your contact details.
- 29.12 Liability**
- 29.12.1 We do not guarantee that HBZ Web Banking or the HBZ App will operate uninterrupted free of error or that they are free of computer viruses or any other contaminating computer program.
- 29.12.2 We are not responsible if we do not comply with any of these Terms:
- 29.12.2.1 Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - 29.12.2.2 Where our failure to comply is due to our obligations under European or national law.
- 29.13 Accuracy of Mobile Alerts**
- 29.13.1 We will use reasonable endeavours to ensure that the mobile alerts you receive are accurate when our systems create them. However, the details of funds available in your accounts and the status of any other information provided may change before and after you receive them.
- 29.13.2 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all – for example, if your mobile device is switched off or lacks signal or data connectivity.
- 29.13.3 There may be a delay before your transactions appear in your Bank Account(s).
- 29.14 Transaction Alert Service**
- 29.14.1 If you wish to subscribe to GSM Service to receive various transactions alerts on your Bank Account then you will need to indicate your wish to do so by ticking the relevant box(es) in the Account Opening Form (for new customers) or GSM Application Form (for existing customers) by duly completing and signing the relevant form to us. If your application is accepted then, subject to the terms and conditions of the GSM Service (as contained in the General Banking Terms and Conditions), you will automatically receive text messages with the information you have requested on the mobile number specified by you within the relevant form.
- 29.14.2 Please refer to the section headed "GSM Service Subscription / HBZ Alerts" for more details.
- 29.15 Data Protection**
- 29.15.1 Please refer to clauses headed "Data Protection" and "Your Information, Disclosure and Credit Reference Agencies" for details of the applicable data protection provisions.
- 29.16 Suspension and Termination of the HBZ Internet Banking**
- 29.16.1 Subject to the other provisions of these Terms, the Bank may terminate your use of HBZ Web Banking and/or the HBZ App at any time by giving you not less than thirty (29) calendar days' notice by post or email.
- 29.16.2 The Bank may suspend, withdraw or restrict your use of HBZ Web Banking and/or the HBZ App where:
- 29.16.2.1 we have concerns about the security of the HBZ Web Banking and/or the HBZ App service
 - 29.16.2.2 we have to comply with legal obligations
 - 29.16.2.3 we have reasonable grounds to suspect that the Security Procedures have not been kept safe or have been compromised in any way; or
 - 29.16.2.4 we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Procedures; or
 - 29.16.2.5 for maintenance, updates and/or other operational reasons.
- 29.16.3 We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or if there are any legal/fraud/AML or any other regulatory reasons or requirements for not doing so. Occasionally we may not be able to contact you to give you advance notice.
- 29.16.4 If you have entered incorrect log in details on several occasions we will suspend your access to the HBZ Web Banking and/or HBZ App. If this happens, you should contact your Branch or on the contact details given on our website.

- 29.16.5 Your access to HBZ Web Banking and/or the HBZ App will automatically terminate should you close all of your Bank Accounts.
- 29.16.6 You may terminate your access to HBZ Web Banking and/or the HBZ App at any time by giving the branch where you hold your Bank Account notice by post or e-mail, and we will terminate such access as soon as possible. You should also delete the HBZ App from your mobile device.
- 29.16.7 We can terminate your access to any part of, or all of, HBZ Internet Banking immediately in the following situations:
- 29.16.7.1 if you have seriously or persistently broken any of these Terms including where;
 - 29.16.7.2 you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
 - 29.16.7.3 your Bank Accounts are, or we reasonably suspect are, being used for an illegal purpose;
 - 29.16.7.4 you are, or we reasonably suspect you may be, acting fraudulently;
 - 29.16.7.5 you act in an unacceptable way, for example you act in a threatening or violent manner towards staff;
 - 29.16.7.6 you were not entitled to download the HBZ App;
 - 29.16.7.7 we have demanded that you repay an overdrawn balance on your Bank Accounts to us and you fail to do so;
 - 29.16.7.8 we have reasonable grounds to suspect that your Security Procedures have not been kept safe;
 - 29.16.7.9 we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Bank Accounts;
 - 29.16.7.10 you have not satisfied any anti-money laundering requirements and/or any of our policies and procedures;
 - 29.16.7.11 there has been or we suspect there has been fraud involving any of your Bank Accounts or any transactions on any of your Bank Accounts;
 - 29.16.7.12 if there has been or we suspect there has been suspicious activity on your Bank Accounts; or
 - 29.16.7.13 we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Procedures.
 - 29.16.7.14 We may suspend, withdraw or restrict the use of your Internet Banking in case of a dispute e.g. if we become aware of a dispute between joint account holders that means the account cannot be used till the dispute is resolved. Please refer to the clause headed "Operating and using your account" on dispute between the account holders.
- 29.16.8 We can terminate your licence to use the HBZ App immediately in the following situations
- 29.16.8.1 if the HBZ App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary;
 - 29.16.8.2 if we stop supporting the HBZ App on your mobile device or the operating system it runs;
 - 29.16.8.3 if you stop holding any account, product or service in respect of which the HBZ App may be used; or
 - 29.16.8.4 if we reasonably consider that by continuing the contract we may break a law, regulation, code, court order or other duty or we, may be exposed to any action or censure from any government, regulator or law enforcement agency or to any reputational or other risk (in our sole opinion).
- 29.16.9 We will notify you immediately after we have terminated your access to any part of, or all of, HBZ Internet Banking. This can include text, a message when you log onto the HBZ App, by post, by email, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.
- 29.16.10 We may end your licence to use the HBZ App and/or HBZ Web Banking for any other reason by giving you at least two (2) months' notice.
- 29.16.11 Upon termination your licence to use the HBZ App for any reason:
- 29.16.11.1 you must immediately remove the HBZ App from your mobile device;
 - 29.16.11.2 you must destroy all copies of the HBZ App including all components of it in your possession; and
 - 29.16.11.3 all rights you have in respect of the HBZ App will immediately end.
- 29.16.12 You must delete the HBZ App from your mobile device if you change your mobile device or dispose of it.
- 29.17 Changes to these Terms**
- 29.17.1 We may change these Terms (including, but not limited to, introducing new charges and changing the types of payments you can make using HBZ Internet Banking for any reason. We will tell you about the changes by post, by email, by secure e-message, or by placing details of the change within HBZ Internet Banking. If we need to change anything about HBZ Internet Banking, we'll tell you about the change in advance (if it negatively affects how you use HBZ Internet Banking) or we'll tell you after we make the change (if it benefits you or doesn't affect how you use HBZ Internet Banking). We'll send you a text or alert or display a message about the change when you next use HBZ Internet Banking or log into our website. If there's anything we need you to agree we might ask you to read and accept a message on your screen to continue using HBZ Internet Banking
- 29.17.2 From time to time, we may update the HBZ App through the App store. Depending on what the update is, you may not be able to use the HBZ App until you've installed the latest version and accepted the new information about it. Make sure any mobile device you use to access the HBZ App complies with the standards and requirements we tell you about from time to time.
- 29.18 Complaints
- 29.18.1 Please refer to clause headed "Complaint Handling and Redress" for details of our complaint handling policies and procedures.

29.19 Responsibilities and availability of service

- 29.19.1 While we make reasonable efforts to provide HBZ Web Banking and the HBZ App we will not be liable for any failure to provide the HBZ Web Banking and HBZ App, in part or in full, due to abnormal and/or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures (including internet connectivity problems) or, in the case of mobile networks, where you are not in an area of mobile coverage.
- 29.19.2 The HBZ App is provided “as is” with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.
- 29.19.3 Certain services use information about your physical location sent from your mobile device (e.g., GPS signals). If you use these services, you consent to us, our partners and licensees, accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us to provide the relevant functionality of, and information within, HBZ Internet Banking.

29.20 Cookies

- 29.20.1 The HBZ Web Banking and HBZ App uses cookies and similar technologies (“cookies”). These cookies help the HBZ Web Banking and HBZ App to work and collect information about how you use the HBZ Web Banking and HBZ App to enable us to improve it. We also use cookies to check that it’s you when you’re using the HBZ Web Banking and HBZ App and to help us to detect and prevent fraud.
- 29.20.2 You can manage how the HBZ Web Banking and HBZ App accesses your device or information using your privacy settings. We need to use certain cookies in order for the HBZ Web Banking and HBZ App to work, but if you uninstall the HBZ App or web browser we will no longer collect any information from your device. Any data collected before you uninstall the app will be retained in accordance with our data privacy notice.
- 29.20.3 For more detailed information about cookies and how they’re used on the web browser and HBZ App, visit our Cookies Notice page.

29.21 Open Banking

- 29.21.1 You may use third party providers who offer account information services or payment initiation services (or both) so long as:
- 29.21.1.1 they’re authorised by law;
 - 29.21.1.2 they’re open and transparent about their identity; and
 - 29.21.1.3 they’re acting in line with the relevant regulatory requirements.
- 29.21.2 If you are thinking of using a third party provider, you should check it is authorised before you use it.
- 29.21.3 If you are resident in certain non-UK jurisdictions (e.g. the Channel Islands and the Isle of Man), local laws may not permit the use of third party account information and payment initiation service providers. We will not be liable for any loss that you suffer if you breach local laws by using a third party provider.

29.22 Local Laws

- 29.22.1 Make sure you obey any laws that apply to you in any place you use HBZ Web Banking and the HBZ App.
- 29.22.2 You should be able to view information or perform transactions on your Bank Accounts if you use HBZ Web Banking and the HBZ App in a country outside the UK.
- 29.22.3 If you want to use HBZ Web Banking and the HBZ App in a country outside the UK, you are responsible for ensuring that such use is lawful in that country and for complying with local laws. We’re not responsible for any loss that results if you break local laws.

29.23 Miscellaneous provisions

- 29.23.1 You shall be liable for and pay such charges as are stated in our Tariff Book.
- 29.23.2 If any part of these Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining Terms.
- 29.23.3 If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again
- 29.23.4 We can transfer all or some of our rights under these Terms to someone else. You cannot transfer any of your rights and obligations under these Terms to anyone else.
- 29.23.5 These Terms shall be governed by English law and the English courts will have exclusive jurisdiction to settle any disputes arising from them.

30 GSM SERVICE SUBSCRIPTION

I/We understand that I/we have applied for GSM Banking facilities and that I/we will receive account information on the mobile GSM telephone number that I/we have specified. I/We indemnify the Bank completely in all regards to Account information being transmitted over the GSM network including but not limited to my/our account details being disclosed to others due to my/our specifying an incorrect phone number or misplacing my/our GSM Mobile Telephone. I/We further indemnify that Bank will not be held responsible for any network failure/error by my/our mobile phone service provider. I/We understand that message will not be delivered, if mobile phone is switched-off for an extended period. I/We further understand that this service can be discontinued by the Bank at its discretion at any time, without any prior notification to me/us. I/We authorise the Bank to recover GBP 0.10p per message sent by the Bank by debiting my/our account periodically. I acknowledge that this service is not to be used in any country or jurisdiction, where its use may breach any local law.

31 TERMS AND CONDITIONS FOR E-STATEMENTS AND OPTING TO STOP PAPER STATEMENTS (for E-Statement Clients only)

I/We hereby agree, confirm and understand that:

- 31.1 If Habib Bank AG Zurich (the “Bank”) accepts my application then it will provide and send me/us electronic statements about my/our accounts (as detailed in the application form) (“e-statements”) by email to the email address stated in the application form (“Designated email Address”);

- 31.2 all email and e-statements will be sent to the Designated email Address for my/our next or subsequent statement and from that point forward I/we and any other joint account holders will no longer be sent paper statements;
- 31.3 the Bank shall be deemed to have delivered an e-Statement to me/us upon the email being sent to the Designated email Address. It shall by my/our responsibility to ensure that the Designated email Address is capable of receiving emails;
- 31.4 e-Statements will be sent with the same frequency as my/our paper statements were sent, unless otherwise specified. It is clarified that by subscribing to the weekly or fortnightly frequency option will mean that monthly consolidated e-Statements will not be sent.
- 31.5 I/we have told all other joint account holders that I/we am/are requesting that paper statements shall no longer be sent by post and that they agree for me/us to make this application.
- 31.6 the Bank has the right, at its sole discretion, to refuse this or any other application or stop the e-Statement service at any time without any prior notice to me/us and in such event I/we will receive only paper statements;
- 31.7 the e-Statements service is currently free of charge, however the Bank reserves the right in its sole discretion to charge for e-Statements in the future after prior notification to me/us;
- 31.8 if I/we require a paper statement, this may be provided subject to the payment of any applicable fees stated in the Bank's tariff book (which is displayed in the Bank's branches, on its website and is available on request);
- 31.9 from time to time the Bank may advertise its products and services through the e-Statement service;
- 31.10 I/we may terminate the e-Statement service at any time by completing a designated form and returning it to the Bank and in such case the Bank will send me/us my statements in paper format to the last mailing address for statements appearing the Bank's records subject to the payment of any applicable fees stated in the Bank's tariff book;
- 31.11 I/we shall take all the necessary security measures and precautions to ensure that the Designated email Address cannot be and is not accessed by unauthorised party and that each mail and e-Statement is provided to me/is entirely at my/our sole risk and in case of disclosure (however caused) of any email and/or e-Statement, the Bank shall not be liable to me/us or any direct, indirect, special, incidental and/or consequential loss or damage which may arise in respect of any disclosure and/or delivery of any email and/or e-Statement through the Designated email Address; and
- 31.12 the Bank shall not be liable in any manner for any disruption, unavailability of the e-Statement service, communication, electrical or network failure that may result in any email and/or e-Statement being incomplete, unavailable or delayed in transmission. I/We further acknowledge that; (i) the use of and the transmission of information via email and/or internet is not be guaranteed to be secure and/or confidential; and (ii) the information transmitted may be disrupted, interrupted, delayed or incorrect. I/We shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with my/our use of the e-Statement service (included but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails (including any attachments) or internet transmission or other communication equipment or facilities). For the avoidance of doubt, it is agreed that the Bank shall not be responsible for any losses or damages suffered whether direct, indirect, consequential, or special loss, even if the Bank shall have been advised of the same.
- 32 (Common Reporting Standards – Declaration & Undertaking)**
- 32.1 For the duration of the contractual relationship with the Bank, you hereby confirm that you undertake to notify us on your own initiative, if a change in circumstances makes any information on this account opening form signed by you (which for the purposes of this clause we shall call the "Form") and any other relevant form(s), where appropriate, incorrect and undertake to provide a suitably updated form within 30 days of such change.
- 32.2 You understand and acknowledge that we may provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or has similar power over us for tax purposes, a copy of the Form and any other relevant form(s), where appropriate and may disclose to such tax authorities or such party any additional information that we may have in our possession. You further acknowledge and understand that information contained in the Form and any other relevant form(s), where appropriate information regarding income paid or credited to or for the benefit of the account(s) with us may be reported to the tax authorities of the country in which such income arises and that those tax authorities may provide the information to the country or countries in which the Entity and/or the Controlling Persons of Passive NFEs is/are resident for tax purposes pursuant to and in accordance with the relevant tax regulations.
- 32.3 You understand and acknowledge that we may provide, directly or indirectly, a copy of the Form and any other relevant form(s) where appropriate and information relating to the account(s) with us, as required by law, to: (i) any person that has control, receipt, or custody of income to which the account opening form and any other relevant form(s), where appropriate relates; (ii) any person that can disburse or make payments of income to which the Form and any other relevant form(s), where appropriate relates; or (iii) any party authorised to audit or conduct a similar control of the account holder(s)/ Controlling Person (s) for tax purposes.
- 32.4 Further, you understand and acknowledge that reporting and/or disclosure consequences may occur, if you fail to comply with your obligations to submit the necessary forms and/or documentation following a change in circumstances.
- 32.5 You confirm that all the assets deposited with us are fully declared and subject to regular income / wealth taxation where the Account Holder and - as the case may be - the Controlling Person(s) of Passive NFEs is/are required to pay taxes in accordance with the relevant tax regulations.
- 32.6 You further confirm that the account holding Entity has been established for legitimate commercial reasons and that any and all transactions, in which the Bank is to provide banking services, are effected for the same reasons. Neither the account holding Entity nor any transaction, in which the Bank is to provide banking services, forms or is intended to form part of a scheme or an arrangement for which the main purpose, or one of the purposes, is the illegal avoidance of tax liability in the relevant tax jurisdiction(s).
- 32.7 You declare that you have examined the information on the Form and any relevant form(s), where appropriate) for tax purposes and to the best of your knowledge and belief it is true, correct, and complete.

33 YOUR INFORMATION, DISCLOSURE AND CREDIT REFERENCE AGENCIES

33.1 Disclosure of your information

33.1.1 We will treat all your personal information (as defined in the Data Protection Act 1998) as private and confidential (even when you are no longer a customer). No details about your accounts nor your name and address will be disclosed to a third party, other than in exceptional cases permitted by law or where disclosure is made at your request or with your consent including where:

- a. we are legally compelled to do so;
- b. there is a duty to the public to disclose;
- c. our interests require disclosure; or
- d. disclosure is made at your request or with your consent, e.g. under these Terms.

33.2 Credit reference agencies

33.2.1 We will check the following records about you, your shareholders, partners, directors, office bearers and the beneficial owners of your business (as applicable), your/their address(es), your financial associates, your business partners, your business, and others when you open an account and on a periodic basis.

- a. our own records;
- b. those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information; and
- c. those at fraud prevention agencies (FPAs)

33.2.2 Your business partners, directors, shareholders and others need to agree to some of these checks being carried out on them. If you are not authorised to give this agreement on their behalf, they will also need to agree. You must make sure your business partners, shareholders and others have agreed to you disclosing information about them to us and the CRAs. This may affect your ability to obtain credit.

33.2.3 We will make checks such as assessing the application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

33.2.4 Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us we will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed whether settle by you or defaulted.

33.2.5 If you have borrowed from us and do not make payments that you owe us we will trace your whereabouts and recover debts.

33.2.6 We may also provide information to our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank AG Zurich to manage and take decisions about your accounts, trace debtors, recover debt, prevent fraud and to check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity. This may include information about how you manage your account including your account balance, credit limit and/or any arrears.

33.2.7 Information about your personal debts owed to us may be disclosed to CRAs agencies where:-

- a. you have fallen behind your payments;
- b. the amount owed is not in dispute; and
- c. you have not made proposals satisfactory to us for repayment of your debt following formal demand.

33.2.8 You can visit our website www.habibbank.com if you would like to read the full version of the guide on how your personal data may be used by us and CRAs and FPAs.

33.3 Fraud prevention agencies

33.3.1 If false or inaccurate information is provide to us and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention. Law enforcement agencies may access and use this information.

33.3.2 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when checking:

- a. applications and managing credit or other facilities and recovering debt;
- b. insurance proposals and claims; or
- c. details of job applicants and employees.

33.3.3 We and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

33.3.4 We and other organisations may access and use from other countries the information recorded by FPAs.

33.3.5 We can provide the names and addresses of the credit reference and fraud prevention agencies we use.

33.3.6 If you would like a copy of your information held by them, contact should be made to them directly. The agencies may charge an administration fee.

33.4 Transfer and Sharing information with others

33.4.1 You agree that we may transfer to and share information about you and the conduct of your accounts with:

- a. our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of 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, Habib Bank AG Zurich in Switzerland or 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 elsewhere we will require your personal information to be protected to at least UK standards;**
- b. 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. If you are applying for a joint account, we may also disclose any of the information that you provide to us to the other joint account holder(s).

- 33.5 We may contact you with information about our services which we feel may be of interest to you, unless you have asked us not to do so.
- 33.6 If you have any questions about your personal data held by us, please contact your Branch.
- 33.7 If a banker's reference about you is requested, we will ask you for your written consent before it is given, if not already provided.
- 33.8 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- 34 OUR RIGHT OF "SET-OFF"**
- 34.1 We shall have a right of set-off and lien on credit balances in any of your accounts in any currency at any Branch.
Without limitation and by way of example only, this means that we may use the credit balance(s) in any of your account(s) in any currency with us to: (i) reduce or repay any un-arranged and/or temporary liability in any other account(s) of yours with us; and/or (ii) pay any charges due and payable on another account with us as per our Tariff Book.
- 34.2 If any accounts that you hold with us in your sole name are in credit and you have failed to pay us any amount which you owe on any other accounts you hold with us (in your sole name or which you hold jointly with another person(s)) anywhere we may use the money that you hold with us to reduce or repay the amount which you owe to us.
- 34.3 If any accounts you hold with us (in your sole name or which you hold jointly with another person(s)) are in credit we may use that money to repay any amount you owe us on any other account (in your sole name or which you hold jointly with another person(s)) with our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank AG Zurich (unless we are prevented from doing so by law).
- 34.4 We will not use our right of set-off against any money which we hold in an account in your name which you have advised us is not yours; or against any money which we are required to hold by law in an account in your name for someone else, or in any way that contravenes any law, regulation, code of conduct or industry guidance.
- 34.5 If we are considering exercising our right of set-off, we may remind you of this right in advance and if we do exercise it then we may tell you why and when it was done.
- 35 INACTIVE ACCOUNTS**
- 35.1 We may treat any account as inactive (i.e. we may suspend it) if it has been inactive for at least six months. Once an account has been identified as an inactive account we will require you to visit us or contact us and show us such identification document(s) as we may request in order for us to reactivate the account.
- 36 ASSIGNMENT**
- 36.1 We may transfer, assign, or pass our rights or obligations under these Terms /agreement or arrange for any other person or organisation (a transferee) to carry out our rights or obligations under these Terms /agreement. We will only do this if the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer and we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.
- 36.2 You may not transfer or assign any of your rights or obligations under these Terms.
- 37 YOUR STATUTORY RIGHTS**
- 37.1 Nothing in these Terms will reduce your statutory rights including your rights relating to mis-described accounts or services or any rights you may have to close your account and/or claim compensation.
- 38 COMPLAINT HANDLING AND REDRESS**
- 38.1 If you wish to make a complaint about any of our products or services, please contact us in person, by writing to us or by post, email or telephone. Further information on our complaints handling procedures is available upon request in our Branches or by telephoning us. We will investigate the circumstances and, if necessary, set about putting matters right, as quickly as possible.
- 38.2 In the unlikely event that we are unable to resolve your complaint, or if you remain dissatisfied, you can refer your complaint to the Financial Ombudsman Service, details of which are available on request. The Financial Ombudsman Service provides an out-of-court complaint and redress mechanism. You can contact the Financial Ombudsman Service directly at Exchange Tower, London, E14 9SR, by telephoning 0800 023 4667 or 0300 123 9123 (if you are calling from within the UK) or +44 20 7964 1000 (if you are calling from outside the UK) or by visiting their website www.financial-ombudsman.org.uk.
- 38.3 We are also covered by the Financial Services Compensation Scheme (the "FSCS"). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. You may be entitled to compensation from the FSCS if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Most depositors including most individuals and small businesses are covered by the FSCS.
- 38.4 In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, each depositor would have a separate claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS deposit limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with us, including their share of any joint account and not to each separate account.
- 38.5 For further information about the FSCS (including the current limits, amounts covered and eligibility to claim please contact the FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, England, telephone 0800 678 1100 or 020 7741 4100 or on their website www.fscs.org.uk.
- 39 WAIVER**
- 39.1 No delay or omission by us in exercising any of its rights shall operate or be construed as a waiver, nor shall any single or partial exercise of any such right prevent any other or further exercise thereof or the exercise of any other right.
- 40 COMPLIANCE WITH LAW**
- 40.1 We may take whatever action we consider appropriate to meet any obligations, relating to the prevention of fraud, money laundering, terrorist activity, bribery, corruption, tax evasion and the provision of financial and other services to persons who may be subject to economic or trade sanctions.

- 41.2 We shall not be responsible to you or any third party for any loss incurred as a result of us taking the actions set out in the clause above.
- 41.3 We may require you to provide us with information and documentation in relation to your tax obligations both within the UK and, where appropriate, overseas, and we may share this information and documentation with domestic and foreign tax authorities.
- 41.4 You shall be responsible for complying with all laws and regulations applicable to you. This also includes your obligation to declare and pay taxes.
- 42 GOVERNING LAW AND JURISDICTION**
- 42.1 For accounts opened in the UK, these Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.



SCHEDULE 1: AGREEMENT AND INDEMNITY REGARDING INSTRUCTIONS GIVEN BY EMAIL

The terms contained in this Schedule 1 will apply to you if you selected "Yes" in the section called "Accept Fax/Electronic Instructions" of the Account Opening Form or previously completed an Agreement and Indemnity from a Company/Business Regarding Fax/Electronic Instructions and Communications Form. This means that you wish to send and give instructions to us by email.

For the purposes of this Schedule 1, electronic instructions means your sending and giving us signed instructions scanned and attached to an email from your email address(es) (as amended by you from time to time) mentioned in the Account Opening Form or Agreement and Indemnity from a Company/Business Regarding Fax/Electronic Instructions and Communications Form in relation to any and all of your existing and future accounts, facilities and any other arrangements of any type (including without limitation payments, transfers, investments, placement of funds, foreign exchange dealings, trade finance, documentary credits, loans, overdrafts or any other credit facilities) which you may now or in the future have with us. The said instructions being given/sent by this method shall hereinafter be referred to as "Instructions".

In consideration of your request agreeing to accept any Instructions you hereby authorise, instruct and agree:

1. PROVIDED that the Instructions are (i) legible in our sole opinion; (ii) in accordance with the current bank mandate held by us and appear to be given by a person or persons authorised under the bank mandate (person(s) so authorised shall hereinafter be called "Instructing Person(s)"); and (iii) we have complied with the various security procedures stated in clause 2 below:
 - a. that we may act on any and all Instructions given by the Instructing Person(s) from time to time as if they were presented in original written and signed format and that in acting on the Instructions we shall have and be considered to have acted properly and to have fully performed all obligations owed to you, even if such Instructions may have been initiated, sent or otherwise communicated in error, fraudulently or otherwise (without limitation), and you shall be bound by any such Instructions on which we may act;
 - b. that any Instructions acted upon by us shall irrespective of any later dispute regarding the Instructions or their interpretation be deemed to have been duly authorised and requested for the purpose of recourse, reimbursement, indemnity or other rights we may have against you under any existing or future documentation or at law in relation to any such Instructions and for the purpose of recourse to any security now or in the future held or available to us in relation to any Instructions or transactions related to the Instructions; and
 - c. that we may debit your account(s) with all sums paid by us in respect of any Instructions, and debit your accounts(s) with all sums of money whatsoever, interest on money, charges and expenses which we may incur as a result of our complying with any Instructions.
2. that we will undertake our verification and security procedures for Instructions received from Instructing Person(s). You agree and understand that: (i) if we are unable to complete our verification and security procedures to our satisfaction, the Instructions may be delayed or not made; and (ii) if we are able to verify any Instructions then this is still subject to our absolute and unfettered discretion to decline to act on or in accordance with the whole or any part of any Instructions pending further enquiry to or further confirmation (whether original written instructions or otherwise in such form as you may require) by your board (or similar corporate governing body, as applicable) or any one or more of the Instructing Person(s);
3. to release us from and fully indemnify us against any and all claims, demands, losses, costs, imposts, liabilities and expenses, howsoever arising in consequence of, or in any way related to our having acted in accordance with the whole or any part of any Instructions and/or having exercised (or failed to exercise) the discretion conferred upon us in clause 2 above. Further you irrevocably authorise us to set off and/or apply any credit balance in any account (whether now or in the future) maintained by you with us at any of your branches in satisfaction of any sum(s) representing the amount of any such claim(s), actions, demands(s), expenses(s), losses or liabilities without further authority from you and we shall be entitled to exercise such right at such time as we may deem appropriate;
4. that in the event of a conflict between the terms set out in this Schedule 1 and our General Banking Terms and Conditions for Business Accounts (as amended from time to time) then the terms of this Schedule 1 shall prevail; and
5. that this agreement shall remain in full force and effect until and unless we acknowledge receipt, and have a reasonable time to act upon, notice of termination from you in writing, save that such termination shall not release you from any liability under this authority and indemnity in respect of any act performed by us in accordance with the terms of this agreement before the expiry of such time.
6. that we may send you a text message to the mobile number(s) provided (as amended by you at any time in writing) whenever a debit occurs in any of your account(s) with us. In the event that such debit was not authorised by you then you shall promptly and without delay contact us.

IMPORTANT NOTICE

Please carefully consider this Schedule 1 as its terms limit our liability and constitute an assumption of risk by you. If you are in any doubt about the risks related to giving email instructions or the effect of this Schedule 1 then, as with any legally binding agreement, we recommend that you consult your solicitor or other independent legal adviser before selecting "Yes" in the section called "Accept Fax/Electronic Instructions" of the Account Opening Form or completing or an Agreement and Indemnity from a Company/Business Regarding Fax/Electronic Instructions and Communications Form.



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