



HBZ Internet Banking

Terms & Conditions

Effective November 2021

Habib Bank Zurich plc is incorporated in England & Wales and trades under the name "Habib Bank AG Zurich". Our registered address is at Habib House, 42 Moorgate, London, EC2R 6JJ. Our Company register number is 08864609. Habib Bank Zurich plc is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA.

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Declaration and Acknowledgement

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 our General Banking Terms and Conditions for Personal and Business Accounts (as updated from time to time). If there is a conflict between a provision contained in these Terms and a provision contained in the General Terms and Conditions, the provision contained in these Terms shall prevail and shall take priority over the provision contained in the General 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 15.

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.

1. Definitions

In this documents:

"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 Web 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 authorized by the trustees to give instructions on the Bank Account(s).

2. Eligibility

- 2.1. 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.
- 2.2. 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.

3. How to apply to use HBZ Internet Banking:

- 3.1. 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.
- 3.2. 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.
- 3.3. 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 Web Banking unless you provide this information to us.

4. How to access HBZ Web Banking and the HBZ App

- 4.1. HBZ Internet Banking can be accessed through the Website or via the HBZ App.
- 4.2. You can download the HBZ App from Google Play Store or the Apple App Store.
- 4.3. 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).
- 4.4. 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.
- 4.5. 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).
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.

4.9. 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.

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

5. HBZ Web Banking and the HBZ App

5.1. 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:

5.1.1. Check the balance and available balance on your Bank Account;

5.1.2. View recent transactions;

5.1.3. View your statements;

5.1.4. Make transfers between your Bank Accounts

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

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

5.2. 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.

6. Use of the HBZ App

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

6.2. 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.

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

6.4. You must not:

6.4.1. Copy or reproduce all or any part of the HBZ App;

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

6.4.3. Carry out reverse engineering of the HBZ App.

7. Authority

- 7.1.** 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).
- 7.2.** 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.
- 7.3.** 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.
- 7.4.** If you request for an additional login for your account through web banking, you are responsible for all instructions given through internet banking , by you or anyone acting with your authority”

8. Transactions made through HBZ Internet Banking

- 8.1.** 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.
- 8.2.** 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.
- 8.3.** The terms regarding the provision of, and use of, any Secure Key are set out in the clause headed "the HBZ Web Service" in the Bank's General Banking Terms & Conditions for Business Accounts and the Bank's General Banking Terms & Conditions for Personal Accounts.
- 8.4.** 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.

- 8.5.** 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.
- 8.6.** 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.
- 8.7.** 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.
- 8.8.** 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.
- 8.9.** You have a daily online limit depending on your account type (Personal or Business). Please check with your Branch or Relationship Manager for further information on your daily online limit.
- 8.10.** 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.
- 8.11.** When using HBZ Web Banking and/or the HBZ App to make transactions on your Bank Account, you agree and acknowledge that:
- 8.11.1.** 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;
- 8.11.2.** your Bank Account may be debited immediately on submitting a request for a transfer/payment of funds;
- 8.11.3.** 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 8.11.4 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;

8.11.4. 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;

8.11.5. 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;

8.11.6. 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;

8.11.7. 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

8.11.8. 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.

9. Security

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. For security purposes, always use the latest version of the HBZ App.

- 9.6.** Where an unauthorised transaction occurs on a Bank Account, subject to clause 9.8 and 9.9, 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).
- 9.7.** 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.
- 9.8.** 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.
- 9.9.** Subject to clause 9.7 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
- 9.10.** 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.
- 9.11.** 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.
- 9.12.** You must change any one or more of the Security Procedures if we ask you to.
- 9.13.** 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.
- 9.14.** 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.
- 9.15.** 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 authorized via the HBZ App will be deemed to have been authorized 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.

9.16. 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.

10. Your contact details and contacting you

10.1. You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:

10.1.1. we'll continue sending alerts to your old device or number until you tell us; and

10.1.2. we won't be liable for any loss you suffer if someone else finds out your Bank Account information.

10.2. 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.

10.3. 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.

11. Liability

11.1. 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.

11.2. We are not responsible if we do not comply with any of these Terms:

11.2.1. Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or

11.2.2. Where our failure to comply is due to our obligations under European or national law.

12. Accuracy of Mobile Alerts

12.1. 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.

12.2. 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.

12.3. There may be a delay before your transactions appear in your Bank Account(s).

13. Transaction Alert Service

13.1. 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 customer) 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.

13.2. Please refer to the section headed "GSM Service Subscription / HBZ Alerts" of the Bank's General Banking Terms and Conditions for Business Accounts or to the section headed "GSM Service Subscription / HBZ Alerts" of the Bank's General Terms & Conditions for Personal Accounts for more details.

14. Data Protection

14.1. Please refer to clauses headed "Data Protection" and "Your Information, Disclosure and Credit Reference Agencies" of the Bank's General Terms & Conditions for Business Accounts or of the Bank's General Terms & Conditions for Personal Accounts for details of the applicable data protection provisions.

15. Suspension and Termination of the HBZ Web Banking

15.1. 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 (30) calendar days' notice by post or email.

15.2. The Bank may suspend, withdraw or restrict your use of HBZ Web Banking and/or the HBZ App where:

15.2.1. We have concerns about the security of the HBZ Web Banking and/or the HBZ App service

15.2.2. We have to comply with legal obligations

15.2.3. we have reasonable grounds to suspect that the Security Procedures have not been kept safe or have been compromised in any way; or

15.2.4. we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Procedures; or

15.2.5. for maintenance, updates and/or other operational reasons.

15.3. 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.

15.4. 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.

15.5. Your access to HBZ Web Banking and/or the HBZ App will automatically terminate should you close all of your Bank Accounts.

15.6. 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.

15.7. We can terminate your access to any part of, or all of, HBZ Internet Banking immediately in the following situations:

15.7.1. if you have seriously or persistently broken any of these Terms including where;

15.7.2. 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;

15.7.3. your Bank Accounts are, or we reasonably suspect are, being used for an illegal purpose;

15.7.4. you are, or we reasonably suspect you may be, acting fraudulently;

15.7.5. you act in an unacceptable way, for example you act in a threatening or violent manner towards staff;

15.7.6. you were not entitled to download the HBZ App;

15.7.7. we have demanded that you repay an overdrawn balance on your Bank Accounts to us and you fail to do so;

15.7.8. we have reasonable grounds to suspect that your Security Procedures have not been kept safe;

15.7.9. we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Bank Accounts;

15.7.10. you have not satisfied any anti-money laundering requirements and/or any of our policies and procedures;

15.7.11. 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;

15.7.12. if there has been or we suspect there has been suspicious activity on your Bank Accounts; or

15.7.13. we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Procedures.

15.7.14. 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 section headed "Operating and using your account" in our General Banking Terms and Conditions for Personal and Business Account for more details on dispute between the account holders.

15.8. We can terminate your licence to use the HBZ App immediately in the following situations

15.8.1. if the HBZ App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary;

15.8.2. if we stop supporting the HBZ App on your mobile device or the operating system it runs;

15.8.3. if you stop holding any account, product or service in respect of which the HBZ App may be used; or

15.8.4. 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).

15.9. 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.

15.10. 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.

15.11. Upon termination your licence to use the HBZ App for any reason:

15.11.1. you must immediately remove the HBZ App from your mobile device;

15.11.2. you must destroy all copies of the HBZ App including all components of it in your possession; and

15.11.3. all rights you have in respect of the HBZ App will immediately end.

15.12. You must delete the HBZ App from your mobile device if you change your mobile device or dispose of it.

16. Changes to these Terms

16.1. 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

16.2. 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.

17. Complaints

17.1. Please refer to clause headed "Complaint Handling and Redress" within the Bank's General Terms & Conditions for Business Accounts or of the Bank's General Terms & Conditions for Personal Accounts

for details of our complaint handling policies and procedures.

18. Responsibilities and availability of service

- 18.1.** 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.
- 18.2.** 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.
- 18.3.** 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.

19. Cookies

- 19.1.** 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.
- 19.2.** 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.
- 19.3.** For more detailed information about cookies and how they’re used on the web browser and HBZ App, visit our [Cookies Notice](#) page.

20. Open Banking

- 20.1.** You may use third party providers who offer account information services or payment initiation services (or both) so long as:
- 20.1.1.** they’re authorised by law;
 - 20.1.2.** they’re open and transparent about their identity; and
 - 20.1.3.** they’re acting in line with the relevant regulatory requirements.
- 20.2.** If you are thinking of using a third party provider, you should check it is authorised before you use it.
- 20.3.** If you are resident in certain non-UK jurisdictions (eg 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.

21. Local Laws

- 21.1.** Make sure you obey any laws that apply to you in any place you use HBZ Web Banking and the HBZ App.
- 21.2.** 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.
- 21.3.** 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.

22. Miscellaneous provisions

- 22.1.** You shall be liable for and pay such charges as are stated in our Tariff Book.
- 22.2.** If any part of these Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining Terms.
- 22.3.** 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
- 22.4.** 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.
- 22.5.** These Terms shall be governed by English law and the English courts will have exclusive jurisdiction to settle any disputes arising from them.