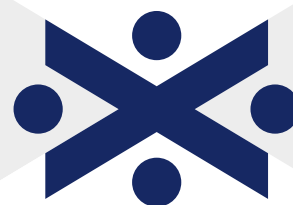


Account Information Services agreement



**BANK OF
SCOTLAND**

Please read this information before signing up for our account information service.

By signing up and using our account information service (the "Service") you agree to be bound by the terms below.

The Service is only available to users of Internet Banking and is an "Additional Service" for the purposes of the Internet Banking terms and conditions ([bankofscotland.co.uk/assets/pdf/aboutonline/pdf/bos-internet-banking-agreement-terms-and-conditions.pdf](https://www.bankofscotland.co.uk/assets/pdf/aboutonline/pdf/bos-internet-banking-agreement-terms-and-conditions.pdf)). This means that the rights and obligations in the Internet Banking terms and conditions will apply to your use of the Service.

Please read our Privacy Notice for the Service (which was sent to you along with these terms) or the latest version can be found here [bankofscotland.co.uk/securityandprivacy/privacy-explained/data-privacy-notice](https://www.bankofscotland.co.uk/securityandprivacy/privacy-explained/data-privacy-notice). It explains how we'll use your personal information and gives details about how we use cookies.

About the Service

The Service is our online account information service where you can keep track of your accounts with us and other payment service providers to give a clearer picture of your finances at a single glance.

When you decide to share data with us about your accounts with other payment service providers, we'll use a secure connection to transfer it and display it using the Service. Any data you share with us will be protected in the same way we do for your Bank of Scotland accounts.

Where necessary to provide the Service, we will engage trusted third parties to access your accounts with other payment service providers. We will ensure that any of your data shared with third parties is secure at all times.

Terms and Conditions

This agreement applies to your use of the Service and is made up of these terms and our Internet Banking terms and conditions. If there are any inconsistencies between the Internet Banking terms and conditions and these terms, these terms will apply.

Please print or download and keep a copy of this agreement. You can access the current version of the agreement on our website at any time.

In this agreement:

'You' are the customer using the Service; and

'We' are Bank of Scotland plc.

1. What is the Service and what can you do with it?

1.1 The Service is an account information service that allows you to keep track of your money by displaying balances and information from online payment accounts held with banks and other payment service providers in one place.

- 1.2 By adding accounts you have with other providers we are able to show information from those accounts alongside your Bank of Scotland accounts.
- 1.3 As part of the Service we may analyse your account information to give you a clearer picture and more control of your finances in a single place, enabling you to manage your money more effectively.
- 1.4 In order to provide the Service we will access your online accounts with other payment service providers by using a dedicated interface (such as an application programme interface or "API") set up by the payment service provider.
- 1.5 You give explicit consent for us to contact the providers of the accounts you add to the Service, and to access and use the account information relating to those accounts.

2. What will you need to do?

- 2.1 Your right to access and use the Service is personal to you and is not transferable.
- 2.2 The information you provide must be accurate, complete and up to date and must not give a false impression of your identity.
- 2.3 You must not use the Service or any software we provide (e.g. our Mobile Banking App) for any unlawful purpose or in a manner that is inconsistent with this agreement and must only use the Service in connection with personal and non-commercial activity. You may not adapt, alter, modify, copy or reverse-engineer any part of the Service or allow someone else to do the same.
- 2.4 You must always keep your security details and any device used to access the Service secure and not share them with anyone, including any joint account holders. You must also ensure that only biometric information (such as your fingerprint when using Touch ID) relating to you is registered on any devices you use to access the Service. We'll never phone, text or email you asking for your password or memorable information.
- 2.5 The agreements governing the accounts you have with other banks and service providers should allow you to share your online login details with authorised third party service providers. If not, you should check that they are happy for you to share this information before using the Service.

3. What happens if something goes wrong?

- 3.1 We will be liable for loss or damage you suffer as a foreseeable result of us breaching this agreement, our failure to meet our obligations under applicable law to protect your information and keep it secure or of any obligation that can't be limited or excluded as a matter of law.
- 3.2 We will have no liability for any loss or damage arising from your use of the Service to the extent that another of your payment service providers is responsible for that loss or damage.
- 3.3 We will not be liable for any loss or damage caused as a result of unauthorised access to the Service or any of your accounts if:

- a. you intentionally or negligently failed to take all reasonable precautions to protect your security details or any device used to access the Service;
 - b. you failed to notify us that the Service was being accessed in an unauthorised way after becoming aware of it; or
 - c. you acted fraudulently.
- 3.4 If you suspect that a payment from one of your accounts using the Service was not authorised or was incorrect, you must contact the provider of the account from which the payment was made as soon as possible. If we are at fault for the unauthorised or incorrect payment we will handle this directly with the account provider.
- 3.5 The Service will usually be available at all times but occasionally repairs, updates and maintenance on our systems may mean some or all of the Service won't be available or may be slow for a short time. We won't be liable to you if you suffer any loss in such circumstances.
- 3.6 We may suspend, restrict or stop your use of the Service in accordance with the Internet Banking terms and conditions.

4. How can you end the Service?

- 4.1 You can end these terms and your use of the Service at any time without explanation or charge by contacting us using the details in Section 8 or within the App using the 'Remove' function.

5. How can we end or change the Service?

- 5.1 We'll usually notify you of changes using your Internet Banking secure inbox, but we may also use email, SMS, post, online notifications or any other appropriate messaging service. Provided we give you at least 30 days' notice in advance, we can:
- a. change any of these terms, including introducing or changing charges or withdrawing the Service; or
 - b. end your use of the Service.
- 5.2 If we make a change that is to your advantage we don't have to tell you in advance.
- 5.3 The notice period will start from the date we tell you we have delivered the notice to your Internet Banking secure inbox or have sent it by one of the other means.
- 5.4 We can make a change for a reason set out below. If we do, the change we make will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us:
- a. a change in regulatory requirements - for example, if the law changes or our regulator changes its rules or guidance;
 - b. to reflect changes in the services available to you;
 - c. to do something that is to your advantage;
 - d. a change in the cost of providing the Service; or
 - e. any other change that affects us if it is fair to pass on its impact to you.

- 5.5 We may make changes for any other reason we cannot foresee.

- 5.6 If you don't want to accept a change we tell you about in advance, you can end this agreement by telling us before the change comes into effect. You can also end this agreement at any time after we make the change but the change will apply to you until you do.

6. Will the Service cost you anything?

- 6.1 We will not charge for using the Service.

7. How will we contact you?

- 7.1 If we need to contact you about the Service, we'll normally do this through your Internet Banking secure inbox. We'll never change any documents held in your Internet Banking secure inbox or your personal account area after we have sent them.
- 7.2 We may also communicate with you in any other way that is personal to you. This may include email, SMS, post, online notifications or any other appropriate messaging service.
- 7.3 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details to send you information.

8. How can you contact us?

- 8.1 You can get in touch with us by visiting bankofscotland.co.uk/contactus or you can call us on **0345 603 6598**.

9. If you're not happy with the Service who can you complain to?

- 9.1 If you have a complaint, please contact us using the details above. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.
- 9.2 If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman using the contact details below.

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

- 9.3 You may also be able to submit a claim through the European Online Dispute Resolution Platform (available at www.ec.europa.eu/consumers/odr) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.

10. What else do you need to know?


- 10.1 All the information we give you and all communications between you and us will be in English.
- 10.2 We may choose not to enforce or rely on one or more of these terms and conditions at any time, but we reserve the right to start applying them again at any time.
- 10.3 Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service
- 10.4 Bank of Scotland plc is registered with company Number SC327000. Registered Office: The Mound, Edinburgh EH1 1YZ.
- 10.5 We are authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority (FCA) under Registration number 169628.

11. Law applying to this agreement

- 11.1 This agreement is governed by the law that applies to the account you're accessing through Internet Banking (for example, if English law applies to your account, the same law will apply to your use of Internet Banking). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

Get in touch

 [bankofscotland.co.uk](https://www.bankofscotland.co.uk)

 0345 721 3141 (+44 131 337 4218
from outside the UK)

24 hours a day, 7 days a week

 Visit your local branch

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use the Next Generation Text (NGT) Service (previously Text Relay/Typetalk) or if you would prefer to use a Textphone, please feel free to call us on **0345 300 2755** (lines open 7am-8pm, Monday-Friday and 9am-2pm Saturday).

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Information correct as at: November 2018.



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