

1. CONDITIONS

- 1.1 These Digital Banking Terms and Conditions apply to the Bank's Digital Banking Service (the '**Service**'). They are additional to and should be read together with the Bank's Current Accounts and Deposit Accounts General Terms and Conditions (the '**General Terms and Conditions**').
- 1.2 If there is any inconsistency between them, these Digital Banking Terms and Conditions override the General Terms and Conditions to the extent of the inconsistency.
- 1.3 In these conditions:
- (a) '**Account**' means any account that you hold with us or have access to and which we allow you to register for use with the Service;
 - (b) '**Digital Banking User ID**' and '**Password**' mean the Payment Instruments, established in accordance with these terms and conditions, which are required for the Service;
 - (c) '**Equipment**' means your computer, tablet, mobile phone or any other device or equipment which you use to access the Service
 - (d) '**Security Details**' means the Digital Banking User ID and/or Password, and may include additional security features provided by your Equipment, such as registered biometric information (e.g. fingerprint access).
- 1.4 Please see the General Terms and Conditions for definitions of other capitalised terms used in these Digital Banking Terms and Conditions that are not defined either above or elsewhere in these conditions.

2. DIGITAL BANKING SERVICE

- 2.1 Unless we tell you otherwise, the Service allows you to:
- (a) view your Account(s);
 - (b) choose to receive paperless statements and other documents in relation to your Account(s); and
 - (c) choose to give us electronic instructions by using an electronic device and your Security Details.

3. AVAILABILITY

- 3.1 If you want to use the Service you must have:
- (a) access to at least one Account;
 - (b) an electronic device with access to the internet; and
 - (c) a mobile phone.
- 3.2 You will receive alerts using the telephone numbers and email addresses you have given us.
- 3.3 Provision of the Service in relation to your Account(s) is at our discretion.

4. SETTING UP THE SERVICE

- 4.1 Before you can start to use the Service you must complete the Bank's Digital Banking application form and activate your access in accordance with the instructions we will send to you by email, which will also include your Digital Banking User ID.
- 4.2 For best use of the Service on mobile devices, the Bank recommends you download the Bank's Digital Banking Mobile Application ('the App') from your respective app store.
- 4.3 We will only issue one Digital Banking User ID per individual user. We will keep your Digital Banking User ID on record and can provide a reminder to you should you forget it.
- 4.4 Your Digital Banking User ID and Password are part of your Payment Instrument as defined in the General Terms and Conditions. You should keep your Digital Banking User ID and Password secure, and not allow anyone else to use them.

5. USING THE SERVICE

- 5.1 You must use the Service in accordance with these Digital Banking Terms & Conditions. You can also refer to the Frequently Asked Questions (FAQs) on the Service for further guidance if required.
- 5.2 Access to the Service requires you to login via your Equipment using your Security Details.
- 5.3 If you have been inactive on the Service for more than five minutes you will be automatically logged out.
- 5.4 We may suspend, restrict or block our use of the Service, or the use of your Security Details if we reasonably think this is necessary because, for example:
- (a) the security of your Account or the Service is at risk;
 - (b) we suspect unauthorised or fraudulent use of your Security Details or the Service;
 - (c) a device is being used that we do not recognise, seems to have been modified or is being used in an unusual way;
 - (d) we must comply with a legal or regulatory requirement;
 - (e) false information has been given to us about you, or another Account Holder or a third party Service user;
 - (f) a systems failure has occurred;
 - (g) a third party has failed to supply services;
 - (h) there is another reason beyond our reasonable control; or
 - (i) you end the Service in accordance with Section 12.
- 5.5 Where possible, we will notify you, using your preferred method of contact, before suspending, restricting or blocking your access to tell you we are doing so and why. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.

6. THIRD PARTY SERVICE USER

- 6.1 You can grant someone who is not an Account Holder the ability to use the Service by appointing them a 'third party Service user' in accordance with this Condition 6 and Condition 7.2.
- 6.2 You can grant a third party Service user the right to view your Account(s) using the Service by:
- (a) asking us to issue them with a Digital Banking User ID; and
 - (b) identifying the Account(s) they are permitted to view.

Any such third party Service user must provide us with a 'Personal Information Form' and complete a Digital Banking application form before we can provide them with a Digital Banking User ID.

- 6.3 If you want to grant a third party Service user the right to issue electronic instructions in relation to an Account using the Service you must also appoint them as an 'authorised person' on that Account by completing a 'Signing Authorities Form'. We will provide you with this form at your request.
- 6.4 You are responsible for all use of the Service by a third party Service user, even if they do something which makes you breach these Digital Banking Terms and Conditions and/or the General Terms and Conditions. Each third party Service user should use the Service according to the terms of these Digital Banking Terms and Conditions and the General Terms and Conditions.

7. JOINT ACCOUNT HOLDERS

- 7.1 If you are a Joint Account Holder:
- (a) each person named on the Account can register for the Service independently of the other persons named on the Account. Each Joint Account Holder will have separate Security Details to access and use the Service; and

(b) you can issue electronic instructions using the Service in relation to that Joint Account only if you are permitted to issue instructions to us individually in accordance with Condition 6 of the General Terms and Conditions.

7.2 If you wish to appoint a third party Service user in relation to a Joint Account, we will require this appointment to be made by all the joint Account Holders.

8. SPECIFICATION AND PERFORMANCE OF THE SERVICES

8.1 Your Equipment you use to access the Service must meet any reasonable requirements or minimum specification that we may set.

8.2 We may change the minimum specification you need to access any part of the Service and we may make operational changes to and alter the services currently available under the Service at any time. We will always notify you of such a change by either placing a message on our website, on the Service, or by text, email or post. If a change in specification results in your Equipment becoming incompatible with the Service or in you being unable to utilise all of the functions of the Service previously made available you are responsible for replacing or modifying your Equipment so that you may properly access the Service.

8.3 You are responsible for obtaining and maintaining your Equipment and for ensuring that it is compatible with the Service. You must be authorised to use your Equipment where you do not own it or a third party has rights in relation to it (for example, third party software licences or ownership of mobile devices). You must not change or copy any software that we provide, or give it to another person. You should carry out your own regular virus and security checks.

8.4 We have no responsibility or liability with respect to your Equipment and shall not be liable for any loss or damage you suffer if your Equipment is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default. We shall use reasonable efforts to keep the Service free from viruses and corrupt files but due to the nature of the Service (in particular the fact that the Service may use the internet to communicate with you) we cannot guarantee that the Service is free from infection by viruses or anything else with contaminating or destructive properties. We recommend that where practicable you 'virus check' information we send you through the Service.

8.5 We cannot guarantee:

- (a) the speed with which you will be able to access and use the Service;
- (b) the speed with which you will receive any notifications we provide you with; and
- (c) that you will have uninterrupted or continuous access to the Service.

8.6 We expect the Service will be available, unless:

- (a) we are making changes to our systems or if we are unable to provide the Service for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services); or
- (b) your internet connection, mobile device or network fails.

8.7 The Service uses a high level of encryption and the use of such encryption may be illegal in some countries outside of the UK. You should ensure that you do not use the Service if this is not permitted by local law and we shall not be liable for any loss, damage or other outcome suffered by you as a result of your use or you not being able to use such Service in these countries.

8.8 You are responsible for paying all telephone, mobile, internet service provider and other charges which you incur in accessing and using the Service.

8.9 You can access the Service on multiple devices, however we will only send notifications (including alerts) to the mobile number you have registered with us for use with the Service.

9. UPGRADES

- 9.1 We may make changes to the Service (such as introducing new features or making updates to the Service). Depending on the update, you may not be able to use the Service until you have updated your browser or software or downloaded the latest version of the App. You may also need to agree to new terms if you want to continue to use the Service. We will let you know through your mobile device if there is a new version of the App.
- 9.2 You should not download the App from anywhere other than your respective app store. You also should not install the App on a device that has had the software or hardware modified from the manufacturer's specifications or has had its security features bypassed. You also agree you will not use the App on a device running an operating system that is not generally available and supported on devices (such as a beta or pre-release operating system).

10. KEEPING YOUR ACCOUNT SAFE

- 10.1 If you know or suspect that anyone other than you, or someone you have authorised, has made use of your Security Details or has otherwise accessed your Account fraudulently you should notify us as soon as you can.
- 10.2 We may ask you to change your Security Details for operational or security reasons.
- 10.3 We will ask you to confirm your identity when you access the Service and before we accept certain instructions you give us through the Service. We may also rely on some of the security functions on your Equipment when you access the Service, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.
- 10.4 We may use software and other technology to help us identify you, and to detect viruses or malicious software (malware) on your Equipment. If we detect these things, we may suspend, restrict or block your access to the Service or the use of your Security Details in line with Section 5.2. If this happens, you may not be able to access some or all of the Service again until you have removed the viruses or malware.
- 10.5 You should always keep your Security Details secure and not share them with anyone, including Joint Account Holders. You should also ensure that only your biometric information (such as when using fingerprint access) is registered on your Equipment you use to access the Service. We will never phone, text or email you asking for your Security Details.

11. OTHER THINGS YOU SHOULD KNOW

Use of the App

- 11.1 We give you a non-exclusive right to use the App but you cannot grant any rights relating to it to anyone else.
- 11.2 We are responsible for the App and its content. Neither Apple Inc. nor Google Inc. have any responsibilities or obligations to you in relation to the App and will not provide any maintenance and support services for the App.

Trademarks

- 11.3 iPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc. Apple App Store is a service mark of Apple Inc. Android is a trademark of Google Inc.

12. HOW YOU CAN END THE SERVICE

- 12.1 You can delete the App or stop using the Service at any time but if you want us to deregister you from the Service you need to let us know.
- 12.2 You may deregister from the Service at any time by notifying:
- (a) your Private Banker by telephone, email or in branch; or
 - (b) us in writing at: Hampden & Co plc, 9 Charlotte Square, Edinburgh, EH2 4DR.
- Following receipt of such notice, your right to use the Service will be terminated.
- 12.3 If you deregister, and you were receiving statements, documents and other correspondence from us through the Service, we will revert to sending these to you on paper again.

