

# Rothschild & Co Digital Banking Terms and Conditions



Rothschild & Co Bank International Limited

February 2022



These Digital Banking Terms and Conditions (February 2022 edition) are in addition to and supplemental to the Bank's applicable Terms and Conditions (the Standard Terms and Conditions) as amended or superseded from time to time. If you have not received a copy of the Standard Terms and Conditions please contact us using the contact details below.

These Digital Banking Terms and Conditions will govern the use of the Digital Services described herein. All Users must read and agree to the Digital Banking Terms and Conditions before using the Digital Services.

## Definitions

In these Digital Banking Terms and Conditions the following definitions shall apply:

**Account(s):** all accounts held with the Bank and belonging to or operated by the Account Holder and all transactions thereon and data related to such transactions, covered by an Account Application with the Bank.

**App or Mobile Banking App:** the mobile banking application (app) which is downloadable by the User from the App Store onto the Mobile Device to avail of Mobile Banking Services offered by the Bank.

The Mobile Banking App also incorporates a tool that is used for Authentication purposes for Internet Banking as well as Mobile Banking.

**App Store:** is the mobile platform or store on which the Mobile Banking App is published such as Apple Store (iOS), Google Play (Android).

**Authenticate or Authentication:** the method by which a User approves an Instruction or login to the Internet Banking Service using the Biometrics and Device Information of the Mobile Device.

**Banker's Automated Clearing Service or BACS:** a UK banking system used to make sterling only Account to third party account payments, which are normally received two Business Days after remittance.

**Biometrics:** a method of identification such as fingerprint or facial recognition.

**Device Information:** information relating to the make and model, IP address, MAC address, serial number, and geolocation data of the User's Mobile Device.

**Digital Services:** services delivered by the Bank as part of the Internet Banking Service and/or the Mobile Banking Service enabling the User to, among other things, view balances, transactions and statements on the Accounts, use the Payment Facility (if applicable), the Secure Messaging Facility and the Transfer Facility (if applicable).

**Faster Payments Service or FPS:** a UK banking system used to make payments from a sterling Account to an account held at another bank, which are normally received on the day of remittance or the next Business Day.

**Instructions:** all notices, acknowledgements, requests or demands given by the User to the Bank under the terms of the Account Application including any given via the Payment Facility, the Transfer Facility or the Secure Messaging Facility.

**International Payments:** any payments made using the Payment Facility which are not made via FPS or BACS, i.e. payments made via SWIFT.

**Internet Banking or Internet Banking Service:** the electronic banking facility provided by the Bank via the internet to the User to deliver the Digital Services.

**Mobile Banking or Mobile Banking Service:** the Digital Banking Services offered by the Bank to the User via the Mobile App.

Note that full functionality of the Mobile Banking app is only available to Account Holders (or its Users) where the Bank is authorised to act upon Instructions provided to it by any one of the Account Holders.

**Mobile Device:** a compatible mobile telephone or tablet used by the User to access the App.

**Notice:** a notification given by the Bank to the User, for example relating to a suspension of Internet Banking, Mobile Banking and/or the App or a change to these Digital Banking Terms and Conditions. Such notification will be given to the User by email to the email address set out in the Account Application, by telephone to the number set out in the Account Application or by sending notice by post to the address set out in the Account Application.

**Passcode:** a 6-digit number initially provided by the Bank to the User which is changed by the User on first login to Internet Banking, or Mobile Banking and on subsequent occasions as determined by the User or as requested by the Bank.

**Payment Facility:** the facility within Internet Banking and the App which enables the User to make UK Payments via FPS or BACS and International Payments via SWIFT.

**Secure Messaging Facility:** the facility within Internet Banking and the App which enables the User to communicate with the Bank.

**Short Message Service or SMS:** a text message sent by the Bank to the User's Mobile Device for Authentication purposes or to confirm that an instruction has been received by the Bank from the User.

**SWIFT:** a type of international payment transfer sent via the SWIFT international payment network, which is normally received on the day of remittance for sterling, US dollars and euro payments and, for other currencies, within one to two Business Days after remittance, depending on international time differences (if applicable).

**Transfer Facility:** the facility within Internet Banking and the App which enables the User to transfer funds between Accounts held with the Bank.

**UK Payments:** payments made using the Payments Facility via FPS or BACS.

**User:** an individual who is the Account Holder, or an individual authorised by the Account Holder in the User's Internet Banking Application Form to use Internet Banking Services and Mobile Banking Services.

**User ID:** the username provided to the User for using with Internet Banking Services and/or Mobile Banking Services subject to these Digital Banking Terms and Conditions

Terms not otherwise defined herein shall bear the same meaning attributed to them in the Standard Terms and Conditions. In the event of any inconsistency between these Digital Banking Terms and Conditions and the Standard Terms and Conditions, these Digital Banking Terms and Conditions shall prevail.

Words implying the singular shall, where appropriate, include the plural and vice versa; neuter references include all genders. Reference to any statute shall include any modification, explanation, re-enactment, consolidation, replacement and/or renewal thereof and any regulations made thereunder.

Clause headings are included only for convenience and shall not affect the construction or interpretation of these Digital Banking Terms and Conditions.

## 1. Security

1.1 The user must:

- 1.1.1 close Internet Banking and the App when not using them;
- 1.1.2 not let anyone else use Internet Banking or the App;
- 1.1.3 only use the App on a Mobile Device belonging to the User or under the User's control;
- 1.1.4 not leave the computer or Mobile Device unattended while accessing Internet Banking or the App and ensure that any information stored or displayed on the computer or Mobile Device is kept secure;
- 1.1.5 not let anyone else see or use their Passcode or User ID, and must disguise or protect the Passcode and User ID if they write them down or store them;
- 1.1.6 use a Mobile Device which has Biometrics to access the App and these Biometrics must be enabled for use with the App;
- 1.1.7 immediately inform the Bank by contacting their account executive or by calling + 44 1481 705100 if:
  - a) they believe that anyone else has had access to the Passcode or User ID or Internet Banking or the App;

- b) they believe that Internet Banking or the App has been used without their permission;
- c) they suspect that an incorrect or unauthorised payment has been made from an Account; or
- d) the Mobile Device is lost or stolen.

Following receipt of such notice, the Bank may take such action as it considers appropriate to mitigate or prevent any unauthorised use, including suspending the User's use of Internet Banking and/or the App. The User agrees to provide such assistance, access and information to the Bank as it may reasonably require in connection therewith, including implementing any reasonable security measures recommended by the Bank. The User agrees that he shall not, nor attempt, to use Internet Banking or the App again until he has received a Notice to do so by the Bank;

- 1.1.8 not allow any other person to register their Biometrics on the Mobile Device otherwise that third party could log into the App and access the Accounts. Any transaction authorised by Biometrics will be treated as being authorised by the User;
- 1.1.9 not install the App on a jail-broken or rooted Mobile Device as these devices have had their security features changed in order to work which means that they are less secure and that fraudsters or others could access the Mobile Device and get access to the Accounts; and
- 1.1.10 delete the App from the Mobile Device if they change the Mobile Device or dispose of it.

## 2. Use of Internet Banking and the App

- 2.1 To access Internet Banking or Mobile Banking the User will use a combination of the User ID, Passcode and the App to Authenticate.
- 2.2 The User shall download and use the most recent version of the App available from the App Store. The User will promptly download and install any updates of the App that become available from time to time. Depending on what the update is, the User may not be able to use the App until they have installed the latest version of the App. The Bank will inform the User when there is a new version of the App to download.
- 2.3 The User is responsible for ensuring that their computer has the latest web browser available in order to access Internet Banking and that their Mobile Device is capable of operating the App. The Bank cannot guarantee that it will continue to support the web browser used by the User's computer or the operating system used by the User's

- Mobile Device. The User should update their Mobile Device to the latest operating system available for their Mobile Device at the earliest opportunity.
- 2.4 The User acknowledges that by downloading the App, the Bank and/or its Associates will have access to the Device Information. The User can manage how the App accesses the Mobile Device or the Device Information using privacy settings on the Mobile Device, or by uninstalling the app (for Android). If the User does not do this, the Bank assumes that the App can access the Mobile Device or Device Information.
- 2.5 Following a three month period of inactivity, the Bank may block the User's access to Internet Banking or the App in order to protect the Account information. If this happens, the User will be required to contact the Bank to verify their identity in order to access Internet Banking and/or the App. The Bank shall not however be liable for any losses arising or incurred by the User as a result of a failure by the Bank to block the User's access to Internet Banking or the App following such period of inactivity.
- 2.6 Any person who accesses Internet Banking and the App using the security procedure prescribed by the Bank shall be deemed validly identified for the purpose of using Internet Banking and Mobile Banking and, as such, shall be able to view the Accounts regardless of the provisions contained in the Account Application. The Bank shall be under no obligation to verify that any person who accesses Internet Banking using the User ID and Passcode, or accesses the App or Mobile Banking using Biometrics is the User to whom that User ID has been assigned and shall have no liability to the User for any unauthorised access using the User ID, Passcode and/or Biometrics.
- 2.7 The User must only use the App for Mobile Banking Services and to Authenticate Internet Banking Instructions, and for no other purpose.
- 2.8 If a power of attorney or third party mandate has been granted to a User in respect of any Account and such power is revoked, its revocation shall not apply to the right to use Internet Banking and/or Mobile Banking, which must be terminated separately by the Account Holder by written notice to the Bank.
- 2.9 The User is solely responsible for connecting to and maintaining their connectivity with Internet Banking and the App at their own cost. For the avoidance of doubt, the computer, Mobile Device, software (apart from the App) and networks required to use Internet Banking, Mobile Banking and the App are not supplied by the Bank. Please refer to additional terms for the App in paragraph 2.25 below.
- 2.10 The User acknowledges that use of Internet Banking, Mobile Banking and the App may utilise open networks such as the internet and mobile telephone networks, over which the Bank has no control and for which it accepts no responsibility. Any information that a User transmits, or requests to be transmitted, using such open networks is done at the User's and Account Holder's risk. The User must take appropriate technical precautions to avoid the risks inherent in using the internet. Without prejudice to the generality of the foregoing, the Account Holder is solely responsible for ensuring that any computer or Mobile Device used to access Internet Banking, Mobile Banking and the App is free from, and adequately protected against acquiring, any virus, spyware or other harmful code.
- 2.11 The User acknowledges that their internet or network service provider may charge them when using Internet Banking, Mobile Banking and/or the App and these charges may vary if the User uses their computer or Mobile Device to access Internet Banking, Mobile Banking or the App when abroad.
- 2.12 At times Internet Banking, Mobile Banking and/or the App may be unavailable for use due to maintenance, repairs or upgrades. The Bank will endeavour to inform the User in advance of any maintenance work but may not always be able to do so. The User should contact the Bank if they cannot use Internet Banking or the App.
- 2.13 All intellectual property rights in or relating to Internet Banking, Mobile Banking and the App and any material provided or otherwise made available to the Account Holder and/or any User in connection with Internet Banking or the App shall remain the property of the Bank and its licensors. Except as expressly provided in these Digital Banking Terms and Conditions, the User shall not, nor cause or allow any other person to use, copy, transmit, display, distribute, reverse engineer, adapt or establish any hyperlink to, provide access to, or commercially exploit any part of the same.
- 2.14 The User must not use Internet Banking, Mobile Banking and/or the App in any way which could damage Internet Banking or the App or stop it from working or affect the Bank's systems or other users, e.g. by hacking into or inserting malicious code into Internet Banking, the App or iOS, Android or other operating systems.
- 2.15 The User must not collect any information or data from the App or the Bank's systems or try to read any message or information not meant for the User.
- 2.16 The User must not use Internet Banking, Mobile Banking or the App for any illegal activity.
- 2.17 The User must not make, or attempt to make, any income directly from using Internet Banking, Mobile Banking and/or the App.
- 2.18 The User accepts that he is not entitled to access data on Internet Banking, Mobile Banking and/or the App other than that in respect of the Accounts

and that any attempt to access any data other than in respect of the Accounts will result in the Bank suspending all services it provides to the Account Holder and retaining the balance of any account held by the Account Holder with the Bank by way of security as a lien until any misuse has been fully investigated and any liability established.

2.19 The Account Holder also accepts that any attempt by the User to access any area within Internet Banking, Mobile Banking and/or the App other than data related to the Accounts may result in a prosecution under the Computer Misuse (Bailiwick of Guernsey) Law, 1991 or any enactment under this law or any similar or applicable legislation, rules or regulation in any relevant jurisdiction.

2.20 The Account Holder shall, to the extent permitted under applicable law and regulation from time to time, indemnify and keep indemnified the Bank on demand from and against all costs, claims, losses and expenses which may be suffered by it arising out of or in connection with any attempt whatsoever the User makes (even if unsuccessful) to access any area of Internet Banking, Mobile Banking and/or the App other than data related to the Accounts.

2.21 The User shall not give details of the Passcode or User ID to any other party without the prior written permission of the Bank. The User undertakes that in the event that he suspects or could reasonably be expected to suspect that any of the components of Internet Banking or the App (including without limitation the Passcode or User ID) have been compromised or disclosed to, or obtained by, another person or misused in any way he shall ensure that the Bank is informed immediately. Following receipt of such notice, the Bank may take such action as it considers appropriate to mitigate or prevent any unauthorised use, including suspending the User's use of Internet Banking and/or the App. The Account Holder and any other User agrees to provide such assistance, access and information to the Bank as it may reasonably require in connection therewith, including implementing any reasonable security measures recommended by the Bank. The User agrees that he shall not, nor attempt, to use Internet Banking, Mobile Banking and/or the App again until notified in writing by the Bank.

2.22 The Account Holder authorises the Bank to provide statements and other information relating to the Accounts to the User in electronic form using Internet Banking or the App.

2.22.1 For Internet Banking all Account statements from the date that the User registered for Internet Banking are available in Internet Banking and for Mobile Banking, the last four statements for each Account are available on the App.

2.22.2 The User can print or download statements from Internet Banking or the App but should ensure that they do so securely.

2.22.3 The User should download copies of their statements for future reference before they close their Account. The Bank reserves the right to charge for reprinted statements in accordance with its standard charge scale should the User not download statements prior to closing their account and then require statements in the future.

2.22.4 Should the User elect not to receive paper statements from the Bank, the User accepts that electronic delivery of a statement of the Account via Internet Banking, Mobile Banking and/or the App is the same as delivery of a paper statement and the User's rights and obligations in this regard are set out in the Standard Terms and Conditions.

2.23 Instructions given by the User using the Payment Facility, Transfer Facility or Secure Messaging Facility, and transactions resulting therefrom shall be valid and electronic copies of such Instructions and the transactions resulting therefrom shall constitute good and sufficient evidence of the same and the Account Holder waives any right to object to such evidence in any legal proceedings between the Bank and the Account Holder.

2.24 The Account Holder understands, acknowledges and agrees that in consideration of the Bank agreeing to act on Instructions given in accordance with paragraph 2.23 above:

2.24.1 the Bank may refuse to act, without liability, upon Instructions where it doubts the contents, authorisation or origination of Instructions and will promptly notify the Account Holder or other relevant User of its decision.

2.24.2 The Bank shall be entitled to rely on Instructions given by the User, even if acting on such Instructions would result in the following for any reason including, but not limited to, the receipt of simultaneous or consecutive Instructions:

- a) an overdraft on any Account; or
- b) debits to any Account which in aggregate are in excess of the User's authorised limit in the Account Application.

2.24.3 The Bank shall not be liable for any loss arising or incurred by the Account Holder as a result of:

- a) acting in good faith in accordance with the variation to the Account Application made by these Internet Banking Terms and Conditions; or

- b) the User being unable to provide the Bank with Instructions by reason, including without limitation, of any failure of software or breakdown in communication.

2.24.4 The Account Holder shall, to the extent permitted under applicable law and regulation from time to time, indemnify and keep indemnified the Bank on demand from and against all costs, claims, losses and expenses which may be suffered or incurred by it arising out of or in connection with services provided or acts or omissions taken or made by it pursuant to or in accordance with the variation to the Account Application made by these Digital Banking Terms and Conditions including in relation to unauthorised Instructions given by the User which appear to the Bank to be genuine (including all legal and other costs, charges and expenses which the Bank may incur in relying upon any such Instruction or in enforcing or attempting to enforce any agreement arising or purportedly arising therefrom) unless it can be shown that the Bank acted with wilful misconduct or gross negligence.

2.25 The following additional terms apply to the Mobile Banking App:

2.25.1 All Users must comply with the App Store terms and conditions.

2.25.2 The App uses session cookies, also known as temporary cookies, to help the App recognise Users and the information provided when they navigate through the App. Sessions cookies only retain information about the User's activities for as long as they are on the App. Once the App session is ended, the cookies are deleted.

2.25.3 The App uses and includes third-party software and copyrighted material. It is also subject to third-party or other open-source licences. Portions of the software are based in part on:

a) iOS

- JSON (JavaScript Object Notation) licensed by Stig Brautaset (Copyright ©2007–2011 Stig Brautaset)
- CocoaLumberjack licensed under BSD Licence (Copyright ©2010, Deusty, LLC)
- OpenSSL toolkit under dual licences OpenSSL Licence (Copyright © 1998–2011 The OpenSSL Project) and Original SSLeay Licence (Copyright ©1995–1998 Eric Young –eay@cryptsoft.com)

- MIT licence (Copyright ©2011 Matej Bukovinski)
- Licence for Base64 encoding options on the Mac and iPhone, Copyright ©2009–2011 Matt Gallagher. All rights reserved
- Basic demonstration of how to use the System Configuration Reachability APIs, Apple Disclaimer, Copyright ©2010 Apple Inc. All Rights Reserved

b) Android

- OpenSSL toolkit under dual licences OpenSSL Licence (Copyright ©1998–2011 The OpenSSL Project) and Original SSLeay Licence (Copyright ©1995–1998 Eric Young – eay@cryptsoft.com)
- Apache Version 2.0, January 2004, licensed under the Apache Licence (apache.org/licenses/LICENSE-2.0) and The Android Software Development Kit used under licence from Google Inc.

c) iOS and Android Phone

- W3C Software (Copyright ©1994–2001 World Wide Web Consortium, (Massachusetts Institute of Technology, European Research Consortium for Informatics and Mathematics, Keio University). All Rights Reserved. w3.org/Consortium/Legal/2002/copyright-software 20021231

### 3. Limits

3.1 The User is not permitted to withdraw funds from the Accounts which would create or result in an overdraft.

3.2 For security reasons, the Bank will limit how much the User can pay or transfer from the Accounts using Internet Banking, Mobile Banking and/or the App and these limits may change from time to time. The User should contact the Bank to confirm the prevailing limits applicable.

### 4. Use of the Payment Facility

4.1 The Account Holder authorises the Bank to act on Instructions using the Payment Facility which the User may give from time to time in relation to any Account if authorised to do so in the Account Application.

4.2 The User may only make payments from the Accounts in accordance with the limit for that User stated in the Account Application. In the absence of any such limit, the User may make payments from the Accounts which are unlimited, subject to paragraphs 3.1, 3.2 and 4.8.4.

- 4.3 The Bank will rely on the details input by the User to make any payment from the relevant Account. The Bank will not be liable for payment information incorrectly input by the User, including without limitation, the beneficiary account name, the beneficiary account number, the beneficiary bank details, or any payment reference information. If the User becomes aware of their error, they should inform the Bank as soon as possible. The Bank will make reasonable efforts to recall the payment but the User accepts that this may not be successful.
- 4.4 If the User makes a payment to someone who turns out to be a fraudster, the User is liable for any loss suffered. The User must promptly notify the Bank of such a payment and the Bank will make reasonable efforts to recall the payment but the User accepts that this may not always be successful.
- 4.5 The User may be required to enter the Passcode, or enter the Passcode followed by an Authentication, to verify instructions depending on the value of the payment.
- 4.6 The Bank will refuse to make a payment, or delay making a payment in the following circumstances:
- 4.6.1 if legal or regulatory requirements prevent the Bank from making the payment or mean that the Bank has to carry out further checks;
  - 4.6.2 if the User has breached these Digital Banking Terms and Conditions in a way that the Bank reasonably believes justifies the Bank refusing or delaying the payment;
  - 4.6.3 if the Bank believes that processing the payment instruction would breach these Digital Banking Terms and Conditions or that the User's instruction does not contain all the information the Bank requires to make the payment properly;
  - 4.6.4 if the payment amount would breach the total value of payments the User can make from the Account on a particular day;
  - 4.6.5 if the balance of the Account is insufficient to make the payment and cover any payment charge;
  - 4.6.6 if the Bank intends to exercise its right of set-off;
  - 4.6.7 if the Bank has asked the User for important information it reasonably needs and the User has not provided that information; or
  - 4.6.8 if the Bank has suspended the Account or Internet Banking or the App.
- 4.7 The Payment Facility enables the User (if authorised to do so in the Account Application) to make UK Payments and International Payments.
- 4.8 UK Payments:
- 4.8.1 UK Payments made via the Payment Facility using FPS will be sent at any time on a Business Day (which may be outside of working hours) and at any time on a non-Business Day.
  - 4.8.2 UK Payments will be made via FPS unless the beneficiary bank does not accept payments via FPS in which case the UK Payment will be made via BACS.
  - 4.8.3 If the User does not want to make a UK Payment via FPS, the User can make a sterling payment as an International Payment in which case the sterling payment will be made via SWIFT.
  - 4.8.4 The Account to be debited must hold a sufficient balance in order for the User to input the UK Payment without creating an overdraft. If the Account balance is insufficient, the User will be unable to input the UK Payment.
  - 4.8.5 The User acknowledges that the beneficiary bank will check that the beneficiary account number provided by the User with the payment Instruction is a valid account number in their records and the beneficiary bank will not check that the beneficiary bank account name included with the payment matches the beneficiary bank account name in their records.
- 4.9 International Payments:
- 4.9.1 International Payments made via the Payment Facility will only be made during working hours on a Business Day.
  - 4.9.2 The Bank will make the International Payment by SWIFT.
  - 4.9.3 If the balance on the Account to be debited is insufficient to make the International Payment without creating an overdraft, the User may still input the International Payment Instruction. Following receipt of such an Instruction the Bank will contact the User to determine whether funds should be transferred between the Accounts in order for the Bank to process the Instruction without creating an overdraft. The User acknowledges that such a transfer may include a foreign exchange transaction. The User also acknowledges that if the Bank is unable to contact the User to agree how an International Payment is to be funded then the International Payment will be delayed until the Bank can contact the User.

4.9.4 The Bank may check that the payment routing information provided by the User is correct, and if the Bank deems the payment routing information to be incorrect, the Bank may attempt to contact the User to check the payment routing information. If the Bank does not contact the User the payment will be made using the payment routing information provided. For the avoidance of doubt, the Bank is not obliged to check that the payment routing information provided by the User is correct.

4.9.5 The Bank will charge for making International Payments in accordance with its standard charge scale.

## **5. Use of the Transfer Facility**

5.1 The Account Holder authorises the Bank to act on Instructions which the User may make from time to time in relation to the Accounts using the Transfer Facility if authorised to do so in the Account Application.

5.2 The User may only make transfers between Accounts in accordance with the limit for that User stated in the Account Application. In the absence of any such limit, the User may make transfers between Accounts which are unlimited, subject to paragraphs 5.3 and 5.4.

5.3 The User may only transfer funds between Accounts which are held in the same currency.

5.4 The Account to be debited must hold a sufficient balance in order for the User to input the transfer Instruction without creating an overdraft. If the Account balance is insufficient, the User will be unable to input the transfer Instruction.

5.5 Instructions given via the Transfer Facility to transfer funds between Accounts will only be processed on a Business Day.

## **6. Use of the Secure Messaging Facility**

6.1 The Account Holder requests and authorises the Bank to act on Instructions given by the User via the Secure Messaging Facility in relation to the Accounts or in respect of any other dealings between the Account Holder and the Bank including without limitation, and if authorised to do so in the Account Application, requesting the Bank to make payments from the Accounts, transfer amounts between Accounts or execute foreign exchange transactions for settlement across Accounts, in respect of any Account.

6.2 Instructions given via the Secure Messaging Facility will only be actioned by the Bank during working hours on a Business Day.

## **7. Use of Internet Banking and the App outside the United Kingdom and Guernsey**

7.1 The User acknowledges that use of Internet Banking, Mobile Banking and/or the App by the User outside the United Kingdom and Guernsey may be against local laws or regulations and accepts all risk and liability arising from such use.

## **8. Warning Disclaimer and Limitation of Liability**

8.1 Details provided in Internet Banking are intended for information use only and should not be relied upon in all circumstances. If the Account Holder is in any doubt as to the balance of their Accounts they should contact the Bank directly. To the fullest extent permitted by law, the Bank disclaims all representations, warranties and conditions of any kind (expressed, implied, statutory or otherwise) as to all information, products and other content included by Internet Banking, Mobile Banking and/or the App, and the Bank will only be liable for losses incurred by the Account Holder to the extent such losses directly result from the Bank or its Associate's own wilful misconduct or gross negligence in performing any services under these Digital Banking Terms and Conditions. In any event, the Bank will not have liability for any consequential, special, punitive or indirect loss or damage suffered or incurred by the Account Holder or other User whether or not any claim for such damages is based on tort or contract or whether the Bank knew or should have known the likelihood of such damages.

8.2 If the User breaches these Digital Banking Terms and Conditions and this has caused the Bank to suffer a loss, the following will apply:

8.2.1 the User will be responsible for any direct losses suffered by the Bank; and

8.2.2 the User will be responsible for any reasonable legal costs that arise as a result of the Bank's losses.

8.3 The Bank is not liable if the User loses money because:

8.3.1 the User cannot access Internet Banking, Mobile Banking and/or the App for any reason or Internet Banking or the App is slow;

8.3.2 any computer, Mobile Device, hardware or software the User uses with Internet Banking, Mobile Banking and/or the App is damaged or corrupted or does not work;

8.3.3 Internet Banking, Mobile Banking and/or the App does not work as the User expects, does not meet the User's requirements or contains errors or defects or the Bank does not correct these;



- 8.3.4 the User does not receive an SMS or message in the App in time;
- 8.3.5 the Bank is prevented from providing any service in part or in full because of circumstances arising outside of its reasonable control or due to the actions of a third party; or
- 8.3.6 the User does not update the App when prompted.

## 9. Suspension or Termination

9.1 The Bank may suspend Internet Banking, Mobile Banking and/or the App, in whole, in part, without notice, where it considers it necessary or prudent to do so, including, inter alia:

- 9.1.1 where the Bank suspects a breach or potential breach of security and/or suspects that Internet Banking, Mobile Banking and/or the App has been used fraudulently or without the User's permission;
- 9.1.2 to meet its legal and/or regulatory obligations;
- 9.1.3 if the User has not given the Bank (or someone acting on its behalf) information it needs, or the Bank has good reason to believe that the information provided by the User is incorrect or not true;
- 9.1.4 if the User has breached these Digital Banking Terms and Conditions in a serious or persistent way and the User has not put the matter right within a reasonable time of the Bank asking them to;
- 9.1.5 if the Bank has good reason to believe that the User's use of Internet Banking, Mobile Banking and/or the App is harmful to the Bank or its software, systems or hardware;
- 9.1.6 where there has been a material change in the way the User is using the Accounts and/or the Bank believes it is appropriate to protect the Accounts; and
- 9.1.7 for maintenance and upgrade purposes.

The Bank will endeavour to inform the User of its intention to suspend Internet Banking, Mobile Banking and/or the App prior to taking such action, unless the Bank is unable to contact the User or there is a legal reason or other circumstance beyond its control that prevents it from doing so.

9.2 A User may terminate these Digital Banking Terms and Conditions in so far as they apply to that User, or if the User is an Account Holder, in so far as they apply to the Accounts and all Users in respect of the Accounts, by providing written notice to the Bank and by the User deleting the App from their Mobile Device.

9.3 The Bank may terminate these Digital Banking Terms and Conditions or remove the App either in so far as they apply to a User or in so far as they apply to an Account and all Users in respect of the Accounts, at any time in its absolute discretion and in which case all rights given to the User in respect of Internet Banking, Mobile Banking and/or the App will end immediately. If these Digital Banking Terms and Conditions are terminated by the Bank the User must promptly stop using Internet Banking and Mobile Banking and uninstall the App and destroy all copies of it.

## 10. Application of these Digital Banking Terms and Conditions, Interpretation and Termination

10.1 These Digital Banking Terms and Conditions shall apply to the Account Application and for the purposes of interpretation therein the expression "in writing" or any cognitive expression shall include electronic communication, and any references to "signature" or "signed" shall mean and include signature in electronic form or by any form of encryption and authentication from time to time required by the Bank.

10.2 These Digital Banking Terms and Conditions shall remain in force and effect until such time as they are terminated in accordance with clause 9.2 or 9.3.

10.3 Termination of these Digital Banking Terms and Conditions will not release the Account Holder from any liability in respect of any act performed by the Bank in accordance with any Instructions or the variation to the Account Application made by these Digital Banking Terms and Conditions prior to receipt by the Bank of such notice of termination.

## 11. Variation

11.1 The Bank reserves the right at its sole discretion at any time or times to review and waive, vary or amend any of these Digital Banking Terms and Conditions. Any such waiver, variation or amendment shall take effect thirty calendar days after written notice thereof has been given by the Bank to the Account Holder at their correspondence or email address as set out in the Account Application and any other User at their correspondence or email address as set out in the Internet Banking Application Form.

11.2 No permitted alteration to the terms of the operation of the Accounts may be made by the Account Holder or the User using the Secure Message Facility or otherwise than in writing to the Bank given under the original signatories authorised under the Account Application.

11.3 The Bank may charge a fee for the use of Internet Banking or the App and will notify the Account Holder of such fee in writing. Any change to the fees payable in relation to Internet Banking or the App shall take effect thirty calendar days after written notice thereof has been given by the Bank to the Account Holder.

## **12. Governing Law**

12.1 These Digital Banking Terms and Conditions and the rights of the User and the Bank pursuant hereto are governed by and construed in accordance with the laws of the Island of Guernsey. In the event of any claim, dispute or difference arising out of or in connection with these Digital Banking Terms and Conditions, the Account Holder, any other Users and the Bank irrevocably agree and submit for the Bank's exclusive benefit to the exclusive jurisdiction of the courts of the Island of Guernsey except that nothing in this clause shall be taken to have limited the Bank's right to institute proceedings in the courts of any other competent jurisdiction whether concurrently or not.

### **Rothschild & Co Bank International Limited**

St Julian's Court, St Peter Port, Guernsey, GY1 3BP

Telephone: +44 (0)1481 713713

rothschildandco.com

Registered number 1088 Guernsey

Registered office as shown

Licensed and regulated by the Guernsey Financial Services Commission for the provision of Banking and Investment services

Rothschild & Co Bank International Limited is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any five year period. Full details are available on the Scheme's website [www.dcs.gg](http://www.dcs.gg) or on request. Deposits made with Rothschild & Co Bank International Limited are not covered by the UK Financial Services Compensation Scheme or any other equivalent scheme.