

ROYAL BANK OF WALES - INTERNET BANKING TERMS AND CONDITIONS

Please read the following terms and conditions carefully before using the ROYAL BANK OF WALES ("R^{BOW}") Royal Bank of Wales Internet Banking Service ("R^{BOWIB} Service") on the Site provided by us to you through which you may access information and provide instructions to us ("Instruction(s)") in relation to your bank account(s) with us.

These terms and conditions ("**the terms**") (together with any supplementary terms and conditions which we will notify you) as amended from time to time constitute a legally binding agreement between you and R^{BOW} in respect of the R^{BOWIB} Service ("**Agreement**"). Your use of the R^{BOWIB} Service will indicate your acceptance of the Terms and this Agreement. The accounts and products you may be accessing through the R^{BOWIB} Service have their own terms and conditions to which you are also subject (including the R^{BOW} General Terms & Conditions). If there is a difference, this Agreement will prevail in respect of the R^{BOWIB} Service. Please read the Terms carefully including your security duties which require strict compliance.

R^{BOW} CORPORATE INFORMATION

ROYAL BANK OF WALES has its Head Office in England at 62 King Edward Avenue, Broadstairs, CT10 1PH, United Kingdom.

1. DEFINITIONS

- 1.1. References to 'you', 'your' and 'yours' are references to the person applying for, accessing, requesting or using the R^{BOWIB} Service;
- 1.2. References to 'we', 'us' and 'our' are references to R^{BOW};
- 1.3. 'Code' means the transaction specific unique code generated by our systems provided to you for completing any third party payment instruction or otherwise on the R^{BOWIB} Service.
- 1.4. Site means <https://rbwales.com>
- 1.5. 'User ID' is the unique identifier, which is issued to you in connection with the R^{BOWIB} Service. This shall also include any set of allowable characters adopted by you following the original identifier issued to you
- 1.6. 'Password' is the password which is either automatically generated or selected by us for you and/or adopted by you after the first log on, for accessing the R^{BOWIB} Service.
- 1.7. 'Security Answer' means the answer(s) to a security Answer or question(s) you provided us in connection with the R^{BOWIB} Service.

These terms may be accepted on the Site by following the instructions set out on the relevant screen page. You agree that any access to the Site or use by you of the RBOWIB Service shall constitute your acceptance of the Terms and this Agreement. We do recommend that you store or print a copy of the Terms for your records.

2. TRANSACTION TERMS & BANKING RECORDS

- 2.1 Where you give us an Instruction or request a transaction through the RBOWIB Service, these Terms will apply in addition to the existing terms applicable in respect of your dealings with us either in relation to accessing the Site or with respect to particular accounts or products with RBOW or generally. In the event of any inconsistency, these Terms will apply.
- 2.2 Unless in the event of manifest error, our records, will be evidence of your dealings with us in connection with the RBOWIB Service.
- 2.3 Our records will be submitted and admitted as evidence in any legal proceedings notwithstanding the fact that such records may not be originals, may not be in writing or are computer generated documents. You waive all rights to object to such admission or submission of our record.
- 2.4 We are confident that our records are carefully generated and correct. You agree to check carefully your records of transactions and statements of accounts and inform us immediately of any discrepancy.

3. SECURITY OBLIGATIONS

- 3.1. You are subject to various obligations in respect of security relating to the RBOWIB Service and your use of the Site. You, under this Agreement, agree to comply with these Terms and any security procedures set out or referred to in them or otherwise applicable to the RBOWIB Service.
- 3.2. Any User ID, Password or Code in relation to your accounts or the use of the RBOWIB Service must be kept secure and secret by you at all times. You shall take all reasonable steps to prevent unauthorised use of your Password, Code and/or your User ID.
- 3.3. You agree to never write or otherwise record the User ID, Security Answer, Password or Code in a way that can be understood by someone else;
- 3.4. You also agree to never disclose the Password or Code to someone else including our staff in any way. You should never respond to an email request purporting to be from RBOW or a third party requiring you to verify or supply your Password, User ID, Code or Security Answer.

- 3.5. You further undertake in relation to your Security Answer, Password, Code and User ID to:
- 3.5.1 Destroy any advice from us concerning your User ID, Code and Password promptly after receipt;
 - 3.5.2 Avoid passwords which may be easy to guess such as telephone numbers, dates of births, weddings etc.
 - 3.5.3 Never record your Password, Code or User ID on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or any similar function on your internet browser); and
 - 3.5.4 Keep your User ID safe and secure at all times.
- 3.6. Once you have logged on to the RBOWIB Service, you must not leave the terminal or other device from which you have accessed the RBOWIB Service at any time or let anyone else use it until you have logged off the RBOWIB Service. You will be responsible for ensuring that you have logged off the RBOWIB Service at the end of any session.

You acknowledge that you will not ask the RBOWIB Service to remember your User Id on a public computer or any computer that is not exclusively monitored or controlled by you

- 3.7. You acknowledge that as a result of our legal obligations, we may take whatever action we consider appropriate to meet any legal or compliance obligation, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions.

4. UNAUTHORISED ACCESS

In the event of any unauthorised access to the RBOWIB Service or your suspicion of such access to your relevant account(s):

- 4.1 You must tell us immediately of any unauthorised access to the RBOWIB Service or any unauthorised transaction or instruction which you know of or suspect or if you suspect someone else knows your Password, the Security Answer, Code and/or User ID. In any such case, please contact the RBOW Internet Banking helpdesk immediately. Calls may be monitored or recorded for quality, training and compliance purposes and for your protection.
- 4.2 You may also be able to change your Password to a password that you have not used before. We will notify you of any other changes you are able to make in connection with accessing or use of the RBOWIB Service from time to time.

5. YOUR INSTRUCTIONS

- 5.1 We agree to act in accordance with your Instructions and subject to these Terms, once you have given Instructions, you cannot cancel it. If you request a cancellation of an Instruction, we may try and reverse it as far as is possible under the current practices of RBOW or of the banking systems subject to your payment of any relevant costs.
- 5.2 We may if we think necessary or justified, refuse to carry out an Instruction or require your written confirmation in certain cases including where we do not believe that you may have authorised an Instruction. Our obligation in this regard is to act reasonably.
- 5.3 You must make sure that any Instruction is accurate and complete, and we are not liable if this is not the case. A transaction being carried out is not always simultaneous with an Instruction being given. Some matters may take time to process and certain Instructions may only be processed during normal banking hours even though the RBOWIB Service may be accessible outside such hours.
- 5.4 You request and authorise us to (a) rely and act upon all apparently valid Instructions as instructions properly authorised by you, even if they may conflict with any other mandate given at any time concerning your accounts or affairs and (b) debit your accounts with any amounts we have paid or incurred in accordance with any Instructions.
- 5.5 We may refuse to act on an Instruction, for example if a transaction exceeds a particular value or other limit, or if we are informed of or are aware of or suspect a breach of security.
- 5.6 An Instruction will only be accepted by us if it has been initiated through the RBOWIB Service using your User ID, Password, Security Answer and/or Code (where relevant or as the case may be) but we will not and are not under any obligation to further check the authenticity of any Instruction.
- 5.7 You agree that we can act on any Instructions given to us on our RBOWIB Service including deducting money from your account even if these Instructions were not authorised by you. However, your liability for transactions or Instructions which have not been authorised by you will be limited in the way set out in these Terms for unauthorised transactions.

6. RBOW LIABILITY TO YOU

- 6.1 We will refund you the amount of any transaction carried out in accordance with any Instruction where your Unique ID, Password, Security Answer and/or Code has been fraudulently used without your authority, other than in the circumstances set out in Clause 7 below or otherwise specified in these Terms. When we are liable for any unauthorised transaction, we will credit your account with any money lost up to the amount of the transaction, and any related interest and charges as soon as reasonably practicable. We will have no further liability to you.
- 6.2 We will take reasonable care to ensure that any information provided to you by the

RBOWIB Service is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party.

- 6.3 Due to the nature of the product, service and circumstances beyond our control, we do not warrant that the information provided on the RBOWIB Service is accurate or error free. We are not liable to you for any indirect or consequential loss and for anything beyond our reasonable control.
- 6.4 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the RBOWIB Service or (b) any services through which you access the RBOWIB Service which are not controlled by us.
- 6.5 We will use reasonable efforts to inform you without undue delay through letters, or emails or on the Site if any service under the RBOWIB Service is not available. We are not liable for any failure, delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our instructions to them howsoever caused.
- 6.6 We are entitled to suspend any service provided to you under the RBOWIB Service without notice where we consider it necessary or advisable to do so, for example to assist with an investigation, or to protect you or us when there is a suspected breach of security or we need to suspend the RBOWIB Service for maintenance or other reasons.
- 6.7 We shall not be liable to you for any loss you suffer due to any event or circumstances beyond our reasonable control which leads to the RBOWIB Service being wholly or partly unavailable such as, but not limited to, technical breakdown, incompatible systems, strikes or other industrial action (whether or not involving our employees) or communications or power failure or other events beyond our control. You may be able to reduce your exposure or loss by telephoning us instead.

7. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 7.1 Subject to the provisions of these Terms, you will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted without reasonable care so as to facilitate that unauthorised transaction, or you have acted fraudulently.
- 7.2 You would be deemed to be acting without reasonable care by reason of your failure to observe any of your security duties or obligations referred to in these Terms.
- 7.3 In the absence of fraud, once you have notified us of any unauthorised access to the RBOWIB Service or unauthorised transactions or that you suspect that someone else knows your Password, Security Answer, Code and/or User ID (as the case may be) (and may be

able to access the RBOWIB Service or appear to give Instruction) you will not be responsible for any unauthorised Instructions carried out after we have had reasonable time to suspend the RBOWIB Service in respect of your account(s). Your liability will remain where we can show you have acted fraudulently.

- 7.4 We will need you to help us and the police or other investigators in trying to recover any losses. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

8. DESIGNATED ACCOUNTS

- 8.1 You can access the designated and applicable accounts available on the RBOWIB Service as notified to you by us.

- 8.2 Not all accounts may be accessed under the RBOWIB Service. We reserve the right to and may from time to time add more Internet account types as required. You authorise us to add all accounts that you hold with RBOW now or in the future, which are available on the RBOWIB Service.

- 8.3 In entering into this Agreement in respect of the RBOWIB Service, you accept and confirm that you accept that all joint account holder(s) can access and operate your joint accounts via the RBOWIB Service. We will provide to each of you, as a joint account holder, a separate User ID, Security Answer, Code and/or Password to access the RBOWIB Service. We may make any information we hold about a joint account available to any of you as joint account holders.

- 8.4 Joint accounts are operated on the basis of the authority of any joint account holder. The authority will continue until it is cancelled by any one of you or by law or treated by us as cancelled in accordance with these Terms. Until this authority is cancelled, each of you as a joint account holder authorizes us to accept and act upon any instructions, we receive from any one of you. For the avoidance of doubt, such instructions include usual account transaction instructions which we receive in writing, by telephone, electronically (whether or not via the RBOWIB Service) or by any other means.

- 8.5 If we are informed by any one of you that there is a dispute between any of you or that you wish to cancel the joint authority, we reserve the right to treat such notification as cancellation of the authority.

- 8.6 If the authority is cancelled or treated by us as cancelled, we shall be entitled to suspend access to the joint account and/or require the authority of all of you for any further transactions whatsoever in respect of the account(s) operated through the RBOWIB Service. However, in the event of the death of any of you as joint account holder, the survivor(s) will have the authority to instruct RBOW to pay to them any credit balance subject to any rights we or a third party may have except where we have already accepted a cancellation of the authority because of a dispute or otherwise.

9. FEES AND CHARGES

- 9.1 GBP domestic payments over Faster Payments are free up to £5,000 for individual and joint customers. Business customers will be charged at [£10] per transfer request and will be able to process up to [£5,000,000] daily.
- 9.2 We charge for the processing of International Payments and CHAPS Payments using the RBOWIB Service, regardless of the type of customer. The charges are clearly displayed on the relevant pages and your use of it means you agree to pay such charges. In any case, we reserve the right to alter the displayed charges for using the RBOWIB Service in the future. However, before any such charges are made, we will give you thirty (30) days' notice personally by post, email or other means before we make the change. Without giving us any notice, you may, at any time up to sixty (60) days from the date we tell you of the change, terminate this Agreement. If you choose to continue using the RBOWIB Service after the charges take effect, you authorize us to debit any of your accounts with such charges without further notice.
- 9.3 You are liable for any telephone charges, costs and any charges made by your Internet Service provider as result of the use by you of the RBOWIB Service.

10. SITE CHANGES & TERMS ALTERATIONS

- 10.1 The Site, site(s) or screens through which you access the RBOWIB Service are subject to change by us from time to time without notice to you. Unless we have specifically agreed in writing to give you prior written notice, we may make such changes (including changes to layout) without notification to you.
- 10.2 We may modify these Terms from time to time. If the change is to your disadvantage, we will give you thirty (30) days' notice by post, email or other means before we make the change and, without giving us any notice, you may, at any time up to sixty (60) days from the date we tell you of the change, terminate this Agreement. You will not have to pay any additional charges during this period. We may make any other changes immediately and tell you about it within thirty (30) days.

11. TERMINATION OF AGREEMENT

- 11.1 You may terminate this Agreement at any time after entering into the Agreement if you change your mind. Your termination of this Agreement will not affect any rights or liabilities accruing to either you or us before this Agreement is terminated. Unless as otherwise provided in these Terms or there are exceptional circumstances, or you are in breach of the Terms, we will give you at least thirty (30) days' notice prior to terminating this Agreement.

12. PROTECTION OF YOUR PERSONAL DATA & PRIVACY

- 12.1 We are deeply committed to protecting the privacy, personal data and information of our customers. We have put in place relevant technical and organisational procedures to secure and protect your information.
- 12.2 In compliance with applicable law, we are registered under the Data Protection Act 1998 and our register entry can be found on the information commissioner's website.
- 12.3 Full details of how we process your personal data can be found on the Site under our "[Privacy Policy](#)" and any applicable terms.
- 12.4 By this Agreement you agree and acknowledge that in accordance with UK data protection laws, we may keep and use your personal details including information on forms, contact details (including your postal address, telephone number(s), mobile telephone number and email addresses), financial reviews and interviews, banking transactions, and such information) given to us by you or other people during your relationship with us. We will use the information to contact you for service or operational reasons including informing you about changes to the Terms, applicable interest rates or generally communicating with you in relation to the running of your account(s), products and services. We may share your information with our agents in connection with running your accounts, services or products available to you.
- 12.5 We will never send you an email requesting you to verify or supply your User ID, Password or Security Answer.

13. COPYRIGHT & OTHER INTELLECTUAL PROPERTY

- 13.1 The entire design and content of the Site is the copyright of RBOW. All trademarks, brand names, logos and designs used on the Site or in connection with the RBOWIB Service are our intellectual property.
- 13.2 We own or have a license in respect of all copyrights on the Site through which you access the RBOWIB Service together with all trademarks, materials or other intellectual property rights which appear or are used on it.
- 13.3 We have taken reasonable care to ensure that the information provided on the Site or in connection with the RBOWIB Service is accurate and current. However, we do not make any representations or warranties of any kind, express or implied with regard to accuracy, timelines, reliability or completeness of any such information.

14. ACCESS TO RBOWIB SERVICE

- 14.1 No access may be provided to any persons under the age of 18 years.
- 14.2 It is your responsibility to ensure that you are in compliance with any applicable law in using or accessing the RBOWIB Service. You are solely responsible for ensuring the

compatibility of your computer systems or access to our Site or the RBOWIB Service through your internet service provider.

14.3 The RBOWIB Service is accessed through the internet, which is a public system over which RBOW has no control. It is your responsibility to ensure that your computer or other device used to access the RBOWIB Service is free from and properly protected against viruses, spyware and other destructive computer materials. You acknowledge the nature of the Internet and the RBOWIB Service. We will not under any circumstances be responsible to you for any loss of or damage to your data, computer, network, telecommunications or other equipment, software caused by you using the RBOWIB Service unless such loss or damage is directly and solely caused by negligence or deliberate default in breach of an express obligation.

14.4 You should seek and obtain relevant professional advice before making any investment decisions. Nothing in the RBOWIB Service or Site constitutes investment, legal tax or other advice and is not to be relied on by you or any other third party in making or failing to make an investment or other decisions.

14.5 We reserve the right to suspend your use of the RBOWIB Service if you do not use it for twelve (12) months or in the event of circumstances beyond our control.

15. NOTICES

15.1 All notices to be given by us to you under the Terms (including any amendments to the Terms) may, subject to the provisions of this Agreement be given in writing or by email or electronically through the RBOWIB Service.

15.2 All such notices will be deemed to have been received by you:

15.2.1 If by post, five (5) days from despatch to the last address in the UK provided by you;

15.2.2 If by email, five (5) days from despatch of the email;

15.2.3 If by RBOWIB Service, five (5) days from the posting of the notice on the RBOWIB Service or the Site.

16. LAW & JURISDICTION

16.1 These Terms and the Agreement are governed by and it is to be interpreted in accordance with the laws of England and Wales.

16.2 Any dispute or issue arising under this Agreement shall be subject to the jurisdiction of the courts of England and Wales. For our benefit, you hereby submit to the exclusive jurisdiction of the courts of England and Wales and waive all rights to object to forum. Nothing in this Agreement shall preclude us from commencing proceedings (including

enforcement or recovery proceedings) against you in any other jurisdiction, whether concurrently or not.

17. MISCELLANEOUS

- 17.1 This Agreement is intended to be fair and we believe that the Terms are fair. If any provision or part of this Agreement is proven to be legally invalid, because it is unfair or otherwise if any part is unenforceable in any way, this will not affect the validity of the remaining Terms or this Agreement in any way.
- 17.2 If any accounts you hold with us are in credit, we may use any of them to reduce or repay any amounts you owe on other accounts you hold with us in the same name (including any card accounts and any joint accounts) whether or not those accounts are in the same currency. We have a right of lien over your documents we hold and a right of set off in relation to the accounts you hold with us. If we do decide to set-off we will tell you why and when it has been done. Nothing in this clause will prevent us from exercising at any time any other right of set-off or of combination of accounts to reduce or repay any amounts you owe us.
- 17.3 Any relaxation, waiver or indulgence by us of any of the Terms from time to time does not affect our right to enforce the Terms and this Agreement strictly against you at any time.
- 17.4 We reserve the right at any time to appoint one or more agents to provide all or any part of the RBOWIB Service. Where we do so, references to 'we', 'us' or 'our' will include references to such agents (as the case may be).
- 17.5 This Agreement and the documents referred to in it, constitute the entire agreement and understanding between us and supersede any previous agreement between us relating to the subject matter of this Agreement.
- 17.6 You acknowledge and agree that in entering into this Agreement, and the documents referred to in it, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (other than as expressly set out in this Agreement). Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
- 17.7 No term shall survive expiry or termination of this Agreement unless expressly provided, intended or capable of surviving the termination of this Agreement.