

Lloyds Bank ePayables Conditions of Use

This is a copy of the current Conditions of Use for You to keep and is intended to act as a guide of how ePayables must be used. We are providing ePayables to enable You to access a Business Account which We have opened for the Customer. These Conditions of Use do not form a contract between You and the Bank, but explain how You can use ePayables and when You need to contact Your Programme Administrator.

1 Definitions

1.1 Where the words set out below are used in these Conditions of Use, they mean as follows:

Authorisation: the consent We give to a merchant or its payment service provider (via the relevant Payment Scheme) to submit a Card Transaction for processing and settlement.

Bank, We, Us or Our: Lloyds Bank plc registered in England and Wales with a registered office address of 25 Gresham Street, London EC2V 7HN and a registered company number of 2065 (and any successors or assigns of Lloyds Bank plc).

Billing Cycle: the period of one month between Business Account Statements.

Business Account: the account opened and maintained by the Bank in the name of the Customer which operates with reference to the Scheme Limit and records Card Transactions on all Supplier Cards issued to the Customer.

Business Account Currency: the currency in which the Business Account is denominated.

Business Account Statement: a monthly statement of the Business Account setting out a record of all Card Transactions and Charges incurred for each Supplier Card that were not included on previous monthly statements.

Business Day: a day (excluding Saturday and Sunday and public holidays) on which banks are generally open for business in England.

Card Transaction: any purchase of goods and/or services made by use of a Supplier Card which is debited to the Business Account.

Cardholder, You or Your: any individual authorised by the Customer to instruct a Nominated Supplier to make a payment using a Supplier Card, approve a Card Transaction and undertake the functions set out in these Conditions of Use.

Cardholder Application: the application to the Bank for each Cardholder, containing the Conditions of Use.

Charges: the charges applicable to the Services which are agreed with the Customer as may be varied from time to time.

Customer: the Bank's customer in whose name a Business Account is maintained by the Bank.

Lloyds Banking Group: Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

Nominated Supplier: any person or entity to whom the Customer provides a Supplier Card to be used for funding and settlement of Card Transactions.

Nominated Supplier Invoice: an invoice provided by a Nominated Supplier in electronic form.

Online Servicing Capabilities: the suite of web-based processing, management and maintenance services provided in respect of the Services.

Payment Scheme: Mastercard.

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to non-Business Account Currency Card Transactions to convert them to the Business Account Currency which can be found at <https://www.mastercard.com/global/currencyconversion>.

Programme Administrator(s): a representative or representatives nominated by the Customer from time to time to oversee the use of the Services on behalf of the Customer including the granting of access to the Online Servicing Capabilities for Cardholders.

Scheme Limit: the sum specified (in writing) from time to time by the Bank to the Customer, and any changes to that sum that are agreed by the Bank, being the maximum spending (including any Card Transactions not yet debited and any Authorisations given in respect of prospective Card Transactions) permitted per Billing Cycle by the Customer cumulatively on all the Customer's Supplier Cards.

Services: the facilities to be provided by the Bank under an agreement between Us and Your Customer together with any additional Online Servicing Capabilities or other services associated with the Supplier Cards that the Bank or any other member of Lloyds Banking Group may make available to You and the Customer from time to time.

Supplier Card: the Virtual Card issued to the Customer which is used for funding and settlement of all Card Transactions with a Nominated Supplier.

Supplier Card Statement: the monthly statement setting out a record of all Card Transactions and Charges under a specific Supplier Card made available by the Bank that were not included on previous monthly statements.

System Terms: such materials, user terms and guides as We provide You with from time to time in respect of the Online Servicing Capabilities.

Virtual Card: card details which are used for the purposes of making a Card Transaction, but are not provided in any physical state or form.

Website: the website and associated services of the Bank appearing at www.lloydsbankcommercial.com or any other URL as the Bank may notify to You from time to time.

2 Acceptance

2.1 Before using the Services You must read these Conditions of Use and when using the Services follow them, together with any conditions of use notified to You by the Customer in Your terms of employment or contract for services or otherwise in any case related to the making of Card Transactions.

3 Supplier Cards

3.1 Supplier Cards may only be used for authorised business use as defined between You and the Customer. You will be acting as an agent of the Customer in connection with the receipt of the Services being provided by the Bank to the Customer. No cash withdrawals are permitted using a Supplier Card.

3.2 Each Supplier Card may only be used to make Card Transactions with the relevant Nominated Supplier up to the Scheme Limit.

3.3 A Nominated Supplier can only process a Card Transaction using the relevant Supplier Card once authorised by You.

3.4 We will debit the Business Account with all Card Transactions and will credit the Business Account with all payments made by the Customer.

3.5 The Business may in some circumstances be entitled to give authorised third parties access to information about the Business Account. This may include details of Card Transactions.

3.6 Either We or the Customer may cancel or suspend the use of any Supplier Card to make a Card Transaction with the relevant Nominated Supplier at any time without prior notice. You must not use or try to use any Supplier Card already issued to make Card Transactions once that Supplier Card and/or the Business Account has been cancelled or suspended.

3.7 Only the Customer is liable to Us for Card Transactions and Charges incurred on the Business Account whether or not such Card Transactions or Charges are incurred in compliance with these Conditions of Use.

3.8 You must not use a Supplier Card for any illegal purpose.

3.9 You must:

3.9.1 not give or disclose details relating to the Business Account to anyone else or allow anyone else to use them;

3.9.2 not give or disclose details relating to any security devices or Supplier Cards to anyone else or allow anyone else to use them;

3.9.3 store all information relating to any Supplier Cards and the Business Account safely and dispose of any information securely and permanently; and

3.9.4 inform Us as soon as possible if You do not receive an Business Account Statement, or any other financial information that You are expecting to receive from Us.

3.10 You must use any security devices and the Supplier Cards provided by Us in accordance with any instructions that We give to You and You must take all reasonable steps to keep them safe.

3.11 If You cease for any reason to be an employee, agent or contractor of the Customer, You must also cease to use any Supplier Cards to make Card Transactions.

4 Online Servicing Capabilities

- 4.1 You must:
- 4.1.1 only use the Online Servicing Capabilities in compliance with the terms of these Conditions of Use and any System Terms provided from time to time;
- 4.1.2 ensure that personal and other data provided to the Bank is properly maintained, accurate and up to date;
- 4.1.3 comply with all applicable security procedures (including any instructions the Bank gives You from time to time) and keep secure and confidential all usernames and passwords and change the same no less frequently than recommended by the Bank from time to time or immediately if at any time it is suspected that someone else may know them; and
- 4.1.4 set up and maintain adequate security measures to safeguard the use of the Online Servicing Capabilities from unauthorised persons when being used through the Customer's own or any third party IT systems.
- 4.2 You shall not:
- 4.2.1 monitor, copy, print out or otherwise reproduce any part of or information provided via the Online Servicing Capabilities or any part thereof (except as expressly permitted hereunder);
- 4.2.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of the Online Servicing Capabilities or create any derivative work or product based on the Online Servicing Capabilities or use the Online Servicing Capabilities for the creation of new applications of any kind or for the creation of other products or service offerings;
- 4.2.3 use the Online Servicing Capabilities other than for the business purposes of the Customer;
- 4.2.4 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on the Online Servicing Capabilities or any material supplied by Us to You and/or the Customer or any copies thereof whether in the form of user guides or otherwise;
- 4.2.5 access or use any part of the Online Servicing Capabilities in respect of which the Bank has not granted express permission;
- 4.2.6 use or permit any third party to use the Online Servicing Capabilities in contravention of any applicable law or regulation including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 4.2.7 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of the Online Servicing Capabilities or compromise the security and control of access to the Online Servicing Capabilities by the Customer or any other person;
- 4.2.8 create or permit to be created any links to or from any website to any part of the Online Servicing Capabilities or cause the Online Servicing Capabilities to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 4.2.9 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Online Servicing Capabilities or any network connected thereto; or
- 4.2.10 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of the Online Servicing Capabilities for third party use, third party training, time sharing, or use as an application service provider or service bureau use.
- 4.3 You may copy, print or reproduce any of the web pages of the Online Servicing Capabilities for the purposes only of Your use of the Online Servicing Capabilities for the Customer.
- 4.4 The Online Servicing Capabilities may contain inaccuracies and typographical errors. If We are informed of any such errors, We will endeavour to correct them as soon as practicable.
- 5 Card Transactions**
- 5.1 Each Supplier Card issued by Us can be used to make or authorise Card Transactions with a Nominated Supplier (for example, as payment for goods or services supplied to You).
- 5.2 The Authorisation of a Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.
- 5.3 If You pre-authorise a future Card Transaction and the amount of the transaction is not known, We may reserve funds in the Business Account if You consent to an exact amount of funds to be reserved. Reserved funds will be released when We are made aware of the amount of the Card Transaction.
- 5.4 We can stop the use of a Supplier Card, or refuse to renew, replace or reissue a Supplier Card, if it is reasonable for us to do so for reasons relating to:
- 5.4.1 the security of the Supplier Card;

- 5.4.2 any suspected unauthorised or fraudulent use of the Supplier Card;
- 5.4.3 a significantly increased risk that the Customer will be unable to repay any credit line relating to the Supplier Card; and/or
- 5.4.4 our legal or regulatory obligations;
- and we will not have any responsibility to You in respect of any loss or damage that You may suffer as a result.
- 5.5 We will inform You or the Customer as soon as is practicable if we are going to, or if we have, stopped the use of a Supplier Card and we will advise the Customer of any reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on any Supplier Card or replace it with a new Supplier Card as soon as is practicable if the reason for stopping it no longer applies.
- 5.6 You will not use any Supplier Card in a manner prohibited by law and, in the case where the Customer is a body corporate, the provisions of Part 10, Section 197 of the Companies Act 2006.
- 5.7 A Supplier may contact the Bank or an agent acting for the Bank for Authorisation of a Card Transaction.
- 5.8 If Authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the Scheme Limit even though the amount of the Card Transaction may not yet have been debited to the Business Account.
- 5.9 Authorisation can include authorising any single Card Transaction or pre-authorising a future Card Transaction for a certain or uncertain amount or a series of recurring payments on future dates.
- 5.10 We will treat a payment instruction requesting that We execute a payment to have been received by Us at the time that it is actually received by Us, unless We are instructed to carry out a Card Transaction on a future date or a series of recurring Card Transactions on future dates.
- 5.11 If We are instructed to carry out a Card Transaction on a future date, We will treat the date that We are required to carry out the Card Transaction as the date that We receive the payment instruction (this is known as the date of deemed receipt).
- 5.12 If We receive (or are deemed to receive) any payment instruction after the cut-off time on any Business Day or on a day which is not a Business Day, We will treat that payment instruction to have been received by Us on the next Business Day. You can find Our payment cut-off times on Our Website.
- 5.13 A Card Transaction will be regarded as authorised by both the Customer and You where You authorise the Card Transaction for the Supplier Card on approval of the Nominated Supplier Invoice provided by the Nominated Supplier to which the Supplier Card relates.
- 5.14 Once a Card Transaction is regarded as authorised by the Customer and You in accordance with condition 5.13, such authorisation can only be withdrawn where We have been instructed to:
- 5.14.1 carry out that Card Transaction on a future date; or
- 5.14.2 carry out a series of recurring Card Transactions,
- in which case a Card Transaction can be cancelled by the Customer or You telling the Nominated Supplier, the other party that You have made the arrangement with or Us, provided that the Customer or You give notice no later than the end of the Business Day on the day before the relevant Card Transaction is due to be made.
- 5.15 Once We have been notified by You or the Customer in accordance with condition 5.13 that You or they withdraw authorisation for the Card Transaction, We will not carry out the relevant Card Transaction(s). However, it is Your responsibility to notify anyone who was expecting to receive such payment(s) and We will not be responsible for any loss or damage that You may suffer if You fail to do so. We may ask for clarification of which Card Transaction the Customer is or You are stopping and/or, if appropriate, request written confirmation that authorisation for a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to tell anyone You make regular payments to if the Business Account is closed, as otherwise they may not be able to collect Your payments. If You do miss a payment for this reason, We are not liable to You for any loss or damage You suffer as a result.
- 5.16 If on review of the Business Account Statement an item appears of which You have no record, You should contact Your Programme Administrator without undue delay and in any case within 13 months of the transaction date.
- 5.17 All non-Business Account Currency Card Transactions will be converted to the Business Account Currency and debited to the Business Account. All non-Business Account Currency Card Transactions will be converted to the Business Account Currency at the Payment Scheme Exchange Rate which is applicable on the day that the Card Transaction is debited to the Business Account which may be after the day You carried out the Card Transaction. Any cash advances will be subject to a cash advance fee and if non-Business Account currency is withdrawn or purchased it will also be subject to the Non-Business Card Transaction fee. The non-Business Account Currency Card Transaction fee of 2.75% (which may be amended from time to time) is added to the converted Business Account Currency amount and this fee and the converted Business Account Currency amount will be shown on Your Business Account Statement. We will not be responsible where a currency conversion service is applied by a Nominated Supplier and the Nominated Supplier does not disclose any charges or the exchange rate to be used at the time of the transaction.

6 Statements

- 6.1 If there have been any Card Transactions or Charges on the Business Account details of all Card Transactions and Charges debited and all amounts credited to the Business Account will be shown on Your Business Account Statement and/or any Supplier Card Statement and available using the Online Servicing Capabilities. You must check Your statement promptly on receipt to ensure that all Card Transactions are correct. In the event of any errors during the production or posting of the Card Transactions (including posting via the Online Servicing Capabilities), You may experience a delay in being able to view such Card Transactions.

7 Payment

- 7.1 The Customer is liable to Us for settlement of the amount shown in the Business Account Statement and no payment is due from You to Us.

8 Disputes and discrepancies

- 8.1 You should try to resolve any questions, problems, discrepancies or disputes concerning any Card Transaction directly with the relevant Nominated Supplier. If You are unable to resolve the issue, please contact Your Programme Administrator immediately so that they can contact Us for Us to take appropriate steps to provide the information You have requested or attempt to resolve Your concern.

9 Business Account Closure

- 9.1 Subject to any notice We are required by law to give the Customer, We may close the Business Account at any time; in particular, the Business Account may be closed if the Scheme Limit is exceeded. If the Business Account is closed You must not attempt to make any Card Transactions with Nominated Suppliers.

10 Charges

- 10.1 The Customer is liable for payment of all reasonable expenses incurred by Us resulting from Your use of any Supplier Card including expenses incurred as a result of any breach by You of these Conditions of Use.
- 10.2 We may debit the Business Account with any Charges We may make for information or services You ask for as agreed between Us and the Customer.

11 Suppliers

- 11.1 We are not responsible if any Nominated Supplier does not accept any Supplier Card issued by Us to the Customer, or if a Nominated Supplier fails to disclose any surcharge for use of a Supplier Card.
- 11.2 If a Nominated Supplier is liable to refund a Card Transaction, We will only credit the Business Account with the amount of the refund when We receive an appropriate voucher or satisfactory confirmation from that Nominated Supplier.

12 Our Service Promise

- 12.1 We aim to provide excellent customer service whenever You deal with Us. If We do not achieve this, please tell Us so that We have the opportunity to put things right. You can write or speak to Your relationship manager or Our customer services centre (or anyone in their teams). You can find details of what will happen next and how We will handle Your complaint on Our Website.

13 Lost or stolen Supplier Cards

- 13.1 If any Supplier Card is lost or stolen, or You consider that it is liable to misuse for any reason, You must notify Your Programme Administrator without undue delay so that the Supplier Card can be cancelled and any pending Card Transactions blocked using the Online servicing Capabilities.
- 13.2 You will be required to assist Us or Our agents in the investigation of the loss, theft or possible misuse of any Supplier Cards.

14 Data Protection

- 14.1 Your information will be held by Lloyds Bank plc which is part of the Lloyds Banking Group.
- 14.2 Your personal information will be shared within the Lloyds Banking Group so that We and any other companies in Lloyds Banking Group can look after Your relationship with Us. By sharing this information it enables Us to better understand Your needs, run Your accounts, and provide products in the efficient way that You expect.
- 14.3 We may ask You to provide physical forms of identity verification when the Customer applies for You to become a Cardholder.
- 14.4 Under the General Data Protection Regulations ("GDPR") you have the right of access to your personal data. This is provided free of charge. If anything is inaccurate or incorrect, please let us know and we will correct it.
- 14.5 It is important that You understand how the personal information You give to Us will be used. Therefore, We strongly advise that You read Our Privacy Statement, which You can find at <http://www.lloydsbankcommercial.com/privacy-statement> or You can ask Us for a copy. By Using the Card, You agree to Your personal information being used in the ways We describe in Our Privacy Statement. Please let Us know if You have any questions about the use of Your personal information.

15 Changes to Conditions of Use

- 15.1 We may make changes to these Conditions of Use for any reason. For example, typically (but not exclusively), We may make changes to comply with changes to the law, rectify errors, to improve security, change the scope of the services that We provide or take account of reorganisations within Lloyds Banking Group. Your Programme Administrator(s) will be notified of the changes in writing by post or by email. Changes will then be notified to You via Your Programme Administrator(s), who may direct You to the Website where details of the change are posted.
- 15.2 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately without giving You any prior notice.

16 General

- 16.1 You must notify Us of any change in name or address and, if We ask, confirm it in writing.
- 16.2 You consent to Us providing any information referred to in the Conditions of Use on the Website.