



leumi online

terms & conditions

www.bankleumi.co.uk

leumi online

Terms and Conditions

This Agreement governs the provision of electronic services provided by Bank Leumi (UK) plc to enable Customers to use internet services to access and use selected bank accounts and securities portfolios and other services and facilities. You agree that the Service provided to you will be subject to this Agreement including the terms and conditions set out below.

1. DEFINITIONS

In these Terms and Conditions:

Account means your account(s) (including certain securities portfolios) and any approved third party or Associated Accounts benefiting from the Service

Agreement means the agreement between the Bank and the Customer for the provision of the Service incorporating the terms of any documents forming part of the Customer Pre-Requisites (including without limitation, the User Application) the Terms, the General Terms, the User Tools, any Mandate, and the acceptance by the Bank in writing confirming that the Service will be made available to the Customer

Associated Account means any account held in the name of a third party to which you have been authorised access and as set out in the Customer Pre-Requisites

BACS means the system relating to the automated clearing and settlement of payments between members of the BACS system or, as the context may require, the processes and all that is comprised in them for clearing of payments between members in relation to that system (including, without limitation, the UK three (3) day sterling payment), as administered and operated by BACS (Voca Limited (formerly BACS Limited) (company number 1023742) or, as the context may require, BACS Payment Schemes Limited (company number 4961302), and includes any entity which succeeds in whole or in part to the rights, obligations, functions and responsibilities ascribed to or contemplated as applicable to Voca Limited or BACS Payment Schemes Limited (as the case may be))

Bank means Bank Leumi (UK) plc (also referred to as BLUK)

Bank Message means a message from the Bank to the Customer or Registered User or Superuser as the case may be

Beneficiary means the association, company, individual, partnership, society or sole trader to whom the Customer is sending the payment

BIC means the internationally recognised bank identifier code

Business Day means Monday to Friday (inclusive), excluding UK bank and public holidays and Jewish high holy days

Content means documents, files and Instructions stored within the Service from time to time

Customer means an individual or entity (including without limitation a partnership or limited liability partnership, company, club society or unincorporated association, trust, sole trader, individual or other entity) who has a banking relationship with the Bank and to whom the Service is provided under this Agreement.

Customer Pre-Requisites means such procedures as are to be completed by and the requirements to be met by the Customer or the holder of any Associated Account as specified by the Bank from time to time for access to and use of the Service

General Terms means the standard terms applicable to the Customer's bank account or accounts with the Bank as amended from time to time but not including these Terms.

Good Industry Practice means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a skilled and experienced person engaged in providing services the same as or similar to the Service

IBAN means International Bank Account Number

Instructions means any use of the Service including without limitation, Payment Instructions, or any instructions from or on behalf of the Customer to the Bank in connection with the use of the Service

Mandate means an authority provided by the Customer in the form from time to time required by the Bank for the Bank to set up the Customer's access to and use of Account(s) using the Service and any terms and conditions therein contained

National Clearing Code is the code that identifies a particular bank and branch e.g. BLZ, SC

Password means any confidential designated alphanumeric, password or pass phrase, including any electronic signature, code or number, issued to the Customer by the Bank for the purposes of accessing the Service

Payment and Payment Instruction means any Instruction for payment to be made on behalf of the Customer under the Bank's payment services as available and selected by the Customer through the Service

- PIN** means any personal identification number required to enable you to access the Service
- Registered User** means the principal, an authorised officer, an authorised partner or trustee and/or an authorised employee of the Customer and/or any third party including any Superuser authorised by the Customer to access and operate the Service on Customer's behalf, in accordance with Users' Permissions and registered as an authorised user of the Service
- Secure** means the reduced risk provided by use of the Service. This is achieved through the use of browser based encryption technology and Security Measures
- Security Codes** means information either provided to you by the Bank or created by you (as amended and updated from time to time) to allow you to use the Service including User ID, Password or PIN
- Security Information** means the Security Codes and any Security Measures which are necessary to enable the Customer to gain access to or use the Service. For the avoidance of doubt Security Information shall, as appropriate (and as amended or updated from time to time) and determined by the Bank, include Security Codes and/or Security Tokens and/or any additional Security Measures of any nature implemented from time to time by the Bank for the use of or access to all or part of the System by the Customer to ensure the Service is Secure
- Security Measures** means the security measures notified to you by us from time to time relating to any access and use of the Service which may as the context requires include Security Information
- Security Token** means any device (which includes without limitation devices on software and/or hardware) and/or method in any format or media as may be upgraded or substituted and supplied by the Bank to the Customer from time to time, which is necessary to enable the Customer to effect access to and use of all or any part of the Service
- Service** means the electronic services (including without limitation, Instructions or any services which may be provided in substitution, in whole or part, thereof) provided by the Bank to the Customer from time to time as described in the Agreement and any other generic reference to the Service and other additional electronic functionality as the Bank may provide from time to time in relation to the Service
- Superuser** means the individual duly appointed and authorised as such by the Customer in a form acceptable to the Bank to have administrative control and use of the Service by the Registered Users
- Terms** means these terms and conditions as varied from time to time by the Bank
- Third Party Supplier** means a third party instructed by us to deliver all or part of the Service
- Unlawful Content** means any Content which breaches any civil or criminal law or infringes the legal rights of any party to this Agreement or a Third Party
- User Application** means the application form for the Service executed by you by the mandated signatories to the Account(s) or by the Registered Users
- User Tools** means on-screen help facilities and displays, written operating Instructions or user guide and any other guidelines in any medium issued by the Bank to the Customer from time to time to assist the Customer to use the Service
- User ID** means a unique identifier given to you to enable you to access the Service
- Users' Permissions** means the access level granted to any Registered User who accesses the Service on behalf of the Customer, as set out in the User Application or as otherwise notified to the Bank in writing
- Website** means the website designated by us in the User Tools through which the Service is accessed
- We, us, our, and ours** refers to the Bank
- You, your, yours** refers to you, the Customer and, as the context requires, your Registered Users and/or Superusers

2 AGREEMENT

- 2.1 In this Agreement, any reference to:
- 2.1.1 a Clause or a Schedule is, unless the context otherwise requires, a reference to a clause of, or a schedule to, this Agreement and any reference to a sub-clause is, unless otherwise stated, a reference to the sub clause of the Clause in which the reference appears;
- 2.1.2 this Agreement or to any agreement or document referred to in this Agreement shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time;
- 2.1.3 any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as the same may have been or may from time to time be amended, modified, extended, consolidated, re-enacted or replaced and shall include any subordinate legislation made thereunder.
- 2.2 Unless otherwise defined herein, terms and expressions defined in any of the other documents constituting the Agreement shall, where the context permits, bear the same meaning in these Terms provided that no amendment to any such documents shall affect the Bank's rights, duties or obligations hereunder without its prior written consent.

- 2.3 In this Agreement, except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include bodies corporate and unincorporate.
- 2.4 In this Agreement a reference to a subsidiary company shall be construed in accordance with s.736 of the Companies Act 1985.
- 2.5 If there is any conflict or inconsistency with the provisions of this Agreement and the User Tools or any other document referred to in this Agreement then whichever of the documents was more recently reviewed by the Bank and supplied to the Customer will prevail.
- 2.6 Clause headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

3 GENERAL OBLIGATIONS

- 3.1 Subject to the Customer complying with the Customer Pre-Requisites, any instructions issued by the Bank and the procedures set out in this Agreement, User Tools and any other document provided to the Customer relating to the Service (as updated from time to time and acceptance by the Customer of any update shall be deemed by Customer's continued use of the Service), the Bank will use its reasonable efforts to make the Service available in accordance with the terms of this Agreement.
- 3.2 The Customer undertakes that the Superuser(s) and Registered User(s) at all times only use the Service in accordance with the approval of the Customer and with the terms of this Agreement and any variations, additions or amendments as notified to the Customer from time to time.
- 3.3 You undertake that you will procure that each Registered User and Superuser:
 - 3.3.1 observes and performs the conditions of use of the Service set out in this Agreement;
 - 3.3.2 takes all reasonable precautions to prevent the Security Information from becoming known to another person and prevent fraudulent use (for the avoidance of doubt, 'another' person does not include providing your PIN or Password or the random characters from your PIN and Password when requested by the Service);
 - 3.3.3 immediately notify you if the Security Information is lost, mislaid, stolen, known to a person other than a Registered User, there has been a failure to comply with the Security Measures or there has been a delay in receipt of new or replacement Security Information;
 - 3.3.4 not use the Security Information for illegal purposes; and
 - 3.3.5 use the Service in accordance with the relevant conditions for each Instruction and generally ensure that all Instructions to us are:

- 3.3.5.1 appropriately and fully authorised by you;
- 3.3.5.2 accurate and complete (the Service may not let you proceed or execute your Instructions in certain circumstances if all data fields are not accurate and complete); and
- 3.3.5.3 will achieve your intended purpose.
- 3.3.6 It is recommended that Registered Users change their Passwords and PINs regularly and not less frequently than may be stipulated in the User Tools.
- 3.4 The Customer undertakes to immediately notify the Bank if any matter under Clause 3.3 arises and is reported to it.
- 3.5 The Bank may vary or replace the Terms and the General Terms by giving not less than thirty (30) days notice in writing. The Bank may also vary or replace the User Tools and shall in all cases strive to provide a period of notice appropriate to the circumstances giving rise to such variation or replacement. For the avoidance of doubt any variation to or replacement of the User Tools may be communicated by the Bank to the Customer via the Service.

4 THE SERVICE

- 4.1 The Service enables Customers in a Secure electronic environment to access a range of services and perform a number of tasks, including access Account(s) and a range of services including without limitation, Payment services by electronic means (via the internet) as permitted by the Bank (at the Bank's sole discretion).
- 4.2 Nothing in this Agreement affects your right to operate your Account in accordance with the existing terms and conditions of that Account.
- 4.3 You agree to us opting out of the applicable requirements of the Electronic Commerce Regulations (EC Directive) Regulations 2002 (as amended from time to time) to the maximum permissible extent.
- 4.4 You acknowledge that we may engage a Third Party Supplier to deliver all or part of the Service to you.
- 4.5 We may prepare, review and/or audit reports of your usage of the Service to ensure compliance with your obligations under this Agreement.
- 4.6 You undertake that you will:
 - 4.6.1 at all times comply with the Security Measures;
 - 4.6.2 use the Service only for the purposes notified to you and in accordance with the User Tools, Bank Message and/or other instructions from us;
 - 4.6.3 not use the Service after any notification of cancellation or withdrawal of the Service has been given to you either by us or by any person acting on our behalf;
 - 4.6.4 treat as confidential and maintain the confidentiality of the Security Information and Security Measures;

- 4.6.5 prevent any disclosure of the Security Measures or Security Information (except to the Superuser or to Registered Users and the random characters from your PIN and Password requested by the system so that you can use the Service);
- 4.6.6 instruct all Registered Users and Superusers to maintain the confidentiality of the Security Information and comply with the Security Measures;
- 4.6.7 immediately notify us if any Registered User or Superuser ceases to be an authorised person, or leaves you, or if your address changes and make such changes as far as possible in the administration section of the Service;
- 4.6.8 not access or attempt to access our internal network or the resources or information of our other customers;
- 4.6.9 neither link or frame (or make any other connection) or permit anyone else to link or frame (or make any other connection) (Link) any part of the Service to or within any third party's website nor Link any third party website to or within any part of the Service;
- 4.6.10 ensure that the Service is only accessed by Registered Users and Superusers to prevent unauthorised and/or erroneous Instructions;
- 4.6.11 adhere to the terms and conditions of this Agreement and any variations, additions or amendments notified to you from time to time in accordance with Clause 25;
- 4.6.12 immediately notify us (and, if appropriate, cease using the Service) if, you know or have reason to believe that,
- 4.6.12.1 any Security Information is lost, mislaid, stolen or known to a person other than a Registered User or Superuser;
- 4.6.12.2 there has been a failure to comply with the Security Measures; and/or Security Measures or confidentiality are breached or compromised in any way,
- 4.7 You undertake to not use the Service for any unlawful or immoral purpose;
- 4.8 The Customer shall be responsible for the content and accuracy of all Instructions.
- 4.9 Receipt by the Bank of an Instruction shall constitute an unconditional authority from the Customer to the Bank to carry out the Instruction.
- 4.10 The Bank can only act on an Instruction during the hours of operation and in accordance with the cut off times advised in the User Tools and/or on the Service (as amended from time to time).
- 4.11 The Customer authorises the Bank to act upon all Instructions without taking any steps to ensure the authenticity of Instructions, notwithstanding that such Instructions may conflict with or are in any way inconsistent with any other Instruction received by the Bank from the Customer. Such authority shall survive any termination of this Agreement in respect of Instructions received by the Bank during a period of notice in respect of such termination.
- 4.12 The Bank shall have absolute discretion in determining whether to act on Instructions which are or appear to be incomplete or inaccurate or may appear to be altered in the course of transmission. In the event that the Bank decides for any reason not to act on any Instruction the Bank may, but shall not be obliged to notify the Customer stating its reasons for that decision or the Bank may request additional authorisation in accordance with Security Measures. In the event that the Bank decides not to act on any such Instruction or invokes additional authorisation it shall not be liable to the Customer for any loss of whatever nature resulting from such declination or delay.
- 4.13 Instructions, notices and information provided or obtained through the use of the Service in accordance with the Terms shall have the same status as between the Customer and the Bank as if contained in an instrument in writing signed on behalf of the party transmitting it and addressed to the party receiving it.
- 4.14 If the Customer believes or has reason to believe that content or information accessed or received by the Customer in connection with its use of the Service is not intended for the Customer, the Customer shall promptly notify the Bank and forthwith delete any record of the information, not access it further, not delete the record of its receipt and undertake not to divulge to any other party that information or the fact that any such information has been accessible or received.
- 4.15 Each party undertakes to notify the other immediately if it becomes aware or suspects that there has occurred any failure or delay in receiving any Instruction, programming error, transmission error, defect or corruption of any Instruction and to co-operate with the other party in trying to remedy the same.
- 4.16 The Bank shall be under no obligation to cancel/amend any Instructions after it has been received by the Bank although the Bank shall use its reasonable endeavours to act on request from a Customer for cancellation/amendment of such Instructions or payment prior to the Bank's execution of the Instructions. An Instruction may not be revoked or varied by the Customer after the Bank has relied on the Instruction in its dealings with any third party.
- 4.17 It is the Customer's responsibility to check that its account balances and all other information

accessed via the Service correspond with paper statements and all other account information provided by the Bank to the Customer from time to time.

4.18 The Customer acknowledges that any Instructions (including, without limitation, any Instructions that contain large amounts of data fields such as payroll related data) shall be accurate and complete and it is the Customer's responsibility to ensure that each data field is accurate and correct. The Bank will not be liable for any Instructions that are not accurate and correct even where it appears that the Service has accepted the Instructions in relation to large amounts of data fields. For the avoidance of doubt the Bank shall not be responsible for checking or ensuring the accuracy or correctness of beneficiary details including without limitation checking that beneficiary name and destination account details are correct.

4.19 The Customer shall not create indebtedness to the Bank by using the Service except with the prior consent of the Bank. If the Customer creates unauthorised indebtedness, the Customer must provide covering funds on demand by the close of business on the day of demand. The Bank reserves the right to refer, reverse, suspend or cancel any transfers or Instructions whatsoever through the Service if in the Bank's reasonable opinion the circumstances so require and the Bank shall have no liability to the Customer or to the beneficiary as a result of such referral, reversal, suspension or cancellation.

4.20 In the event that the Customer wishes to effect Instructions in respect of an Account not held in the name of the Customer, the Customer shall procure that such account holder agrees to be bound by the terms and conditions of this Agreement and to disclosure being made of the details of their account to the Customer and the Bank in a form provided to and accepted by the Bank from time to time. The Customer shall undertake to indemnify the Bank for any claims that such account holders may make for breach of confidentiality.

5 PAYMENT

5.1 The Customer is responsible for the accuracy of the Payment Instructions and all of the Beneficiary's details including without limitation the Beneficiary's account number, full name and address of Beneficiary's bank and any BIC or IBAN. If this information is not provided or is incorrect, the Bank reserves the right to suspend, refer or cancel the Payment Instructions with an explanation to the Customer. If the Sender is unable to provide correct payment details the Bank can send it

using an alternative payment method, where different charging methods will apply.

5.2 The Bank does not accept liability for any delay in transit, unless such delay is caused by the fault or negligence of the Bank and the Customer also acknowledges that any confirmation that a Payment will reach the Beneficiary's bank by a certain date is not confirmation that the funds will be available to the Beneficiary by that date.

5.3 In order to make Payments, certain personal data supplied within Instructions will be transmitted with the Payment. This may mean that such personal data will be transferred outside the European Economic Area. By submitting your Instructions you are confirming that you agree to the transfer of personal data included in Instructions and that you are authorised to instruct us to transfer personal data relating to any other individuals named within Instructions.

5.4 The Bank shall be under no obligation to agree to a Customer request to cancel or amend or otherwise reverse any Instruction (for the avoidance of doubt this includes (without limitation) any Payment) but the Bank may do so at its absolute discretion and in the event that the Bank elects to do so, the Customer agrees and acknowledges that Customer shall be liable for any costs or losses or charges associated with such cancellation or amendment or any other reversal of the Instruction.

5.5 The Customer acknowledges and agrees that where the Bank uses BACS with a multi-day payment cycle to act on a Payment Instruction from the Customer, the Bank will debit the account on the first day of the multi-day payment cycle (Debit Day). The debit will be value dated for Day 3 of the multi-day payment cycle.

6. SECURITY

6.1 We will only accept Instructions from you through the Service in accordance with the Security Measures,

6.2 You shall be responsible for the accuracy of all Instructions and shall take reasonable care to ensure that unauthorised access to the Service is prevented.

6.3 The Security Measures login procedure, which involves a User ID, PIN, Security Token and Password, is designed to aid the security of the Service.

6.4 Subject to the terms and conditions of this Agreement, you authorise us to act upon all your Instructions delivered through the Service without taking any steps to ensure the authenticity of such Instructions, or the

authority of the persons giving the Instructions, even if such Instructions were in fact not so authorised, or made fraudulently, or conflict with or are in any way inconsistent with any other Instructions or mandates given by you, such authority to survive any termination of this Agreement in respect of your Instructions given during a period of notice relating to such termination.

- 6.5 We have adopted such Security Measures only for the purposes of verifying Instructions as being those of the Customer and not for detecting errors in the content of the Instructions. We cannot guarantee that our monitoring and analysis procedures will identify all possible intrusions that our Service may encounter.
- 6.6 You agree to follow the Security Measures precisely and in a pro-active manner. You will use all reasonable endeavours to take all steps necessary so that Security Measures are likely to be successful under the circumstances of your business and your day-to-day methods of transacting business (which you know best), including keeping the Security Measures confidential to prevent unauthorised transactions or errors. It is your responsibility to maintain and monitor your own hardware and software to ensure that it is not contaminated by viruses, worms, Trojan horses, cancel bots, and other contaminants or containing any codes or Instructions that may or will be used to access, modify, delete, corrupt, deteriorate, alter or damage any data, files or other computer programs.
- 6.7 You agree that the Security Measures are commercially reasonable under the factual circumstances of your business including, without limitation, appropriate and up-to-date firewalls and anti-virus software. You will notify us if, at any time, you become aware of facts which suggest that the Security Measures no longer seem or will be adequate.
- 6.8 The Customer acknowledges that it is solely responsible for establishing and applying adequate security systems and procedures for monitoring all use of or access to the Service, including, without limitation, all payments and transfers made, in order to ensure that any person using the Service is doing so within the limits of his authority and that no transactions have been effected which would indicate that unauthorised persons are in possession of the Security Codes.
- 6.9 The Customer acknowledges and accepts the extensive ability and control available to the Superuser to use the Service on the Customer's behalf and the Customer must ensure that neither the Customer, Superuser(s) or

Registered User(s) do anything during or after the term of this Agreement which may result in the security of the Service, the Service or security of any other Bank Customers being compromised. For the avoidance of doubt this includes (without limitation) accessing the Service but leaving it open for other unauthorised users to access, leaving Security Information on display or available for unauthorised users to access the Service or using the Service via a computer or other such device without first ensuring that it is secure (such as at an internet café or via other such public places where internet access can be used to access and use the Service).

- 6.10 Prior to the provision of the Service to the Customer, the Customer shall notify the Bank in writing or any other format requested by the Bank of the name and address of the Superuser(s) to whom the Bank is to send the Security Codes, Security Tokens and any other information relating to use of the Service. The Bank will remain authorised to send the Security Codes and other such information to that/those Superuser(s) until the Customer notifies the Bank to the contrary in writing. The Customer will provide such evidence of its authority to nominate the Superuser(s) as the Bank may require.
- 6.11 The Bank shall not be liable for any loss arising directly or indirectly from unauthorised access to or use of the Security Measures or any other confidential material or information used in the provision or use of the Service.
- 6.12 The Bank shall not be liable for any loss arising directly or indirectly from the Customer's use of any software (including but not limited to software which stores passwords) communication link, user guide or other information/media not specifically referred to in this Agreement or supplied/recommended by the Bank.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Bank owns or is licensed to use the copyright to the names Bank Leumi and leumi online and to all the material used in the provision of the Service and to permit the Customer to copy the User Tools solely for the purposes of the Service under this Agreement.
- 7.2 The Bank grants the Customer for the duration of this Agreement a non transferable, non exclusive, worldwide, royalty free licence to access and use the Bank's information, User Tools, know-how relating thereto, trade marks, patents, copyrights, design rights (whether registered or unregistered), database rights, all other intellectual property rights and any material or content in the Service (collectively

known as Intellectual Property) solely to the extent necessary to access and use the Service in accordance with the Agreement with no power to grant any sub-licence or sub-licences in respect of such licence.

- 7.3 The Customer grants to the Bank a perpetual, irrevocable, non exclusive, worldwide, royalty free licence to use all information provided by the Customer to the Bank in using the Service. The Customer consents to the Bank using the information (company name, individual contact at the company, company address, trading habits) it obtains from the Customer for the purposes of carrying out the activities contemplated by this Agreement.
- 7.4 The Customer undertakes not to copy, reproduce, publish, distribute, sell, exploit or otherwise part with or make any other use of the Intellectual Property except to the extent required by law, nor to authorise, enable or assist any third party in doing so.
- 7.5 The Customer undertakes not to delete or alter or attempt to delete or alter any proprietary or copyright notices or trade mark(s) or trade mark notices appearing on the Service, User Tools or any materials furnished to it under the Agreement.
- 7.6 The Customer acknowledges that all rights in the Intellectual Property are, and shall remain, vested in the Bank and agrees not to infringe, challenge or call into question the Bank's rights in the Intellectual Property nor to do or permit anything to be done which may reflect badly upon or be detrimental to the Intellectual Property or which may be inconsistent with or damage the good name, reputation and image of the Bank. The Customer agrees to inform the Bank immediately if it becomes aware of any third party activity which infringes or threatens the Intellectual Property.
- 7.7 The Customer shall indemnify the Bank from and against any losses, damages, costs, charges, expenses and other liabilities (including, without limitation, reasonable legal fees), incurred or awarded against the Bank as a result of, or in connection with, the Customer's use of the Intellectual Property otherwise than in accordance with this Agreement.

8 ACCESS AND USE

- 8.1 Your access to and use of (in either whole or part(s)) the Service will be determined at our sole discretion.
- 8.2 We reserve the right to modify or suspend access to the Service at any time. However, should it be necessary to modify or suspend the Service for any reason, including the need to maintain the integrity and/or security of the Service, wherever possible, we will notify you.

- 8.3 In the event of any breach of the Security Measures or security of the Service, we may disconnect the Service from the internet and/or your systems. We shall, in any event and without liability, disconnect the Service from your systems if we believe that such action is advisable for the protection of the Service and/or your system. In such an event, we shall notify you of the disconnection as soon as practical. If the breach of security is due to your failure to implement the Security Measures we will be entitled to suspend your access to the Service until we are satisfied that the security failure has been remedied.

- 8.4 A Registered User's Security Token, User ID, PIN and Password may be revoked or cancelled at any time without giving you prior notice to assist us in maintaining the security of your Account or use of the Service.

- 8.5 A Bank Message may be used to advise you of the availability of the system.

- 8.6 The Customer undertakes to access and use the Service, the User Tools and all other materials supplied to the Customer by the Bank in connection with the Agreement only for the purpose of using the Service in accordance with the terms of the Agreement and the Customer acknowledges that any other use of the Service or any other materials supplied by the Bank to the Customer shall be deemed to be a breach of the Agreement.

9 EQUIPMENT

- 9.1 You are responsible for access to the Website through your own internet service provider and equipment that meets the specifications provided to you in the User Tools. We are not responsible for any errors or failures that arise from any malfunction of your equipment or any costs associated with your equipment or the provision of services from your internet service provider.

10 CONFIDENTIALITY

- 10.1 The Customer agrees at all times to treat and maintain as strictly confidential the User Tools and any other property, material or other information (including, without limitation, the methodology in the use of the Service) furnished to it hereunder by the Bank whether verbally or in writing or electronically (hereinafter 'Bank Confidential Information') and the Customer shall not and shall procure that the Superuser(s) or Registered Users shall not demonstrate or otherwise show, describe or make available the operation of the Service or the User Tools (including any supporting documentation therefore) to any third party without the express prior written consent of

the Bank.

- 10.2 This clause shall come into effect on the constitution of the Agreement pursuant to Clause 19 and shall continue in force notwithstanding the termination of the Agreement.

11 WARRANTIES AND INDEMNITIES

- 11.1 Each party represents and warrants to the other that:

11.1.1 it has the capacity and authority to enter into and perform this Agreement;

11.1.2 the making of and performance of this Agreement does not conflict with any existing obligations of that party; and

11.1.3 once duly entered into this Agreement will constitute its legal, valid and binding obligations.

11.2 We will make reasonable efforts to ensure that the Service will perform in substantially the same way as described in this Agreement. We will take reasonable precautions to maintain the security of the Service.

11.3 Whilst every effort will be taken to maintain the security of the Service, due to the use of common components such as the internet and your own systems and infrastructure, receipt of Instructions will not be guaranteed by the Service. Accordingly, we cannot accept any responsibility for the delay or non-delivery of Instructions or accept any liability for such non-delivery. In the event that there is a dispute as to whether or not an Instruction was delayed or delivered or as to the nature or content of an Instruction sent via the Service, including any purported repudiation of an Instruction, our records shall be conclusive of the issue.

11.4 Further, whilst every effort is made to ensure that no data, including Instructions, are lost from the system this cannot be guaranteed. Further, once you delete data from the Service it cannot be retrieved. Accordingly, it is your responsibility to establish and maintain whatever back-up data you believe necessary for your business needs.

11.5 You agree that we shall have no liability (i) for any provision of security-related services or advice that we may voluntarily provide outside the scope of this Agreement; or (ii) any third party disruptions to the Service.

11.6 You understand and agree that (i) new technology, configuration changes, software upgrades and routine maintenance, among other items, can create new and unknown security exposures; and (ii) computer "hackers" and other third parties continue to employ increasingly sophisticated techniques and tools, resulting in ever-growing challenges to individual computer system security and that consequently our performance as described in

this Agreement does not constitute any representation or warranty by us about the security of the Service including any representation or warranty that Service is safe from intrusions, viruses, virus threats or any other security exposures, or that the Service will identify all security vulnerabilities. However, we will monitor emerging computer security threats using Good Industry Practice and advise you of any additional Security Measures which it would recommend generally against new security threats.

11.7 It is essential that you tell us as soon as you can if you suspect or discover that someone else knows your Security Information and may use it without your authority. Once you have told us that someone else knows your Security Information, we will take immediate steps to prevent this information from being used. We will refund you the amount of any transaction not authorised by you after you have told us that someone else knows your Security Information.

11.8 It is agreed that you will keep us indemnified from and against all actions, proceedings, claims and demands which may be brought or made against us and all losses, costs, charges, damages and expenses which we may incur or sustain in acting on your Instructions or for which, as a result, you may become liable, provided that such Instructions reasonably appear to be sent in accordance with the Security Measures.

11.9 You give us your irrevocable authority to debit your Account (whether or not an overdraft is so created or increased) in accordance with any Instructions (and with any sums due under this indemnity).

11.10 You will indemnify us (and any Third Party Supplier) and keep us (and any Third Party Supplier) indemnified against any damages, penalties, costs and expenses which may be awarded by a court against us (or any Third Party Supplier) or the amount of any settlement agreed by us (or any Third Party Supplier) as a result of any claim or action brought against us (or any Third Party Supplier) to the extent that the claim is that our (or any Third Party Suppliers) possession or use of the Content by its completion, amendment or alteration by you is Unlawful Content.

11.11 The provisions of this indemnity are in addition to and not in substitution for the provisions of your mandate (from time to time).

11.12 If we are unable to complete our security checks or any other verification or authorisation process for any reason, you accept that we will not process the Instructions and we will not be held liable for any subsequent losses, claims, costs or interest incurred by you.

11.13 You warrant that any Instructions or operations whatsoever that impact on Associated Accounts or the Accounts of third parties through your use of the Service is done so with the authority of the third party and you will indemnify us and keep us indemnified against any damages, penalties, costs and expenses which may be awarded by a court against us or the amount of any settlement agreed by us as a result of any claim or action brought against us by a third party as a result of such use of the Service.

12 DISCLAIMER OF WARRANTY

12.1 The warranties set out in Clause 11 are the only warranties made by us in respect of the Service. We do not warrant that the Service will meet your specific requirements. Subject to Clause 11, we make no warranty of any kind, either express or implied, with respect to the use of the Service. We disclaim any and all statutorily or otherwise implied warranties, including of quality, merchantability or fitness for a particular purpose to the maximum extent permissible by law. Subject to the terms of this Agreement, you assume the entire risk as to the availability, quality and performance of the Service.

13 LIABILITY

13.1 The Bank shall use all reasonable endeavours to provide the Service in accordance with this Agreement and to ensure that all information available through the Service is accurate.

13.2 Unless incurred or suffered as a result of the negligence or wilful default of the Bank (save in respect of Clause 13.2.6), the Customer shall be responsible for and shall indemnify and keep indemnified the Bank on demand from and against all costs, losses, claims, damages and demands which may be incurred or suffered directly or indirectly by the Bank as consequence of:

13.2.1 the Customer's use of the Service otherwise than in accordance with the Agreement and/or the User Tools;

13.2.2 unintelligible or incorrect information provided by the Customer;

13.2.3 the delay or non-arrival of Instructions sent by the Customer to the Bank;

13.2.4 any failure by the Customer (which includes, without limitation, Superuser and Registered Users) to comply with any of the terms of the Agreement;

13.2.5 use of the Service by any unauthorised person or entity, providing such unauthorised use is as a result, directly or indirectly, of an act or failure to act on the part of the Customer, Superuser or Registered User;

13.2.6 any claims or demands made against the Bank by customers or clients of the Customer for

whom the Customer operates designated accounts using the Service providing any such claims or demands are made as a result, directly or indirectly, of an act or failure to act on the part of the Customer.

13.3 The Bank expressly excludes liability for indirect or consequential loss or damage which may arise out of or in connection with the performance or purported performance of or failure in performance of its obligations under the Agreement or the use of the Service and for loss of or corruption to data, loss of profit, business, revenue, goodwill or anticipated savings even if the Bank was aware of the possibility that such loss or damage could occur, which may arise out of or in connection with the Customer's use of any part of Service or the Customer entering into this Agreement.

13.4 The Service is subject to planned and unplanned maintenance work. In particular, the Bank reserves the right to perform unscheduled and emergency maintenance work at any time to maintain security, data network connectivity and/or a component of the Service. Whilst every effort will be made to minimise the impact of the maintenance work on the Service, the hours of operation of the Service may be affected and we accept no liability arising from the non-availability of the Service.

13.5 The Bank does not accept liability for any delay in the transit of Payments or the carrying out of any Instructions in general, unless such delay is caused by the fault or negligence of the Bank.

13.6 The provisions of this Clause 13 are in addition and without prejudice to any other specific provisions excluding the liability of the Bank under the Agreement including these Terms.

13.7 The Customer shall notify the Bank immediately of any errors contained in the information it obtains through any part of the Service. If the Customer is aware of errors or an error which it fails to relay to the Bank, the Customer will be liable for any losses which the Bank incurs as a result of its failure to relay information about those errors or that error.

13.8 Nothing in this Agreement and in particular within this clause shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.

13.9 The Customer agrees that the limitations and exclusions set out in this Agreement are reasonable having regard to all the relevant circumstances, and the levels of risk associated with the Bank's obligations under this Agreement.

13.10 The Customer shall take all reasonable steps to mitigate its loss arising in relation to any claim

- or action (whether for negligence, breach of contract or otherwise) which it brings against the Bank.
- 13.11 Nothing in this Agreement shall exclude any liability the Bank may owe to the Customer under the Financial Services and Markets Act 2000 and rules made under it.
- 14 FORCE MAJEURE**
- 14.1 The Bank shall not be responsible for delays or failures in the performance of its obligations under the Agreement resulting from a force majeure which renders such performance impossible or illegal. The Bank shall, however, minimise the effects of such failure to the extent reasonably possible and give notice and wherever practicable provide details of the force majeure immediately to the Customer. The term 'force majeure' shall include, but is not limited to, such causes beyond the reasonable control of and without the fault or negligence of the Bank as are occasioned by acts of God, fire, floods, strikes, lock-outs, labour disputes, civil commotion, riots, acts of war, terrorism, acts of local government and parliamentary authority, the unavailability of data or information for or to update the Service, equipment, communication line, ISDN, Internet or telephone link and power failures or power shortages which affect the Bank or the access to and use of the Service.
- 15 PAYMENT TERMS**
- 15.1 The Customer agrees to pay the Bank's scale of charges as the same may vary from time to time for the provision of the Service as specified in the tariff advised to the Customer by the Bank from time to time (Tariff) and any other charges arising from the use of the Service. The Tariff shall be exclusive of VAT.
- 15.2 The Bank may vary the Tariff from time to time giving the customer thirty (30) days notice in writing or through the Service.
- 16 SET OFF**
- 16.1 Nothing in this Agreement affects our right of set-off against any of your funds held in the Bank in the event there are not sufficient funds in the Account.
- 17 TERM AND TERMINATION**
- 17.1 The Bank may terminate the Agreement or, at its option, suspend the provision of the Service to the Customer until the Bank, at its entire discretion, is satisfied that the provision of the Service to the Customer may be resumed summarily without prior notice to the Customer on the occurrence of any or all of the following events:
- 17.1.1 the Customer breaches any of its obligations under this Agreement; or
- 17.1.2 the occurrence of a force majeure as defined Clause 14.
- 17.2 Notwithstanding this right to terminate by giving the Customer no less than 30 days' prior notice in writing, the Bank reserves the right to suspend immediately the Users' Permissions whenever it deems such action necessary in its absolute discretion.
- 17.3 Wherever practicable the Bank will give the Customer reasonable notice before terminating or suspending the Service in accordance with clause 17.1, or 17.4, and where the reason for termination falls under 17.1 and 17.4 and the breach is capable of remedy, the Bank may, in its sole discretion, allow the Customer a reasonable opportunity to remedy such breach.
- 17.4 Either party may terminate the provision or use of all or part of the Service and the Agreement by giving to the other not less than thirty (30) days notice in writing.
- 17.5 Subject to clause 17.1, the Bank shall have the right at any time by giving notice in writing or through the Service to the Customer to terminate the provision of all or part of the Service and the Agreement forthwith in any of the following events:
- (a) if the Customer through its use of the Service or otherwise, misuses its banking account or accounts with the Bank for the purposes of or relating to any conduct which is or maybe unlawful or a criminal offence; or
- (b) the bankruptcy or institution of proceedings for the bankruptcy of the Customer or, in the event of the Customer being a company, the liquidation or institution of proceedings for the liquidation of the company or the appointment of a receiver or manager, administrative receiver or other similar official in respect of any of the property of the company or any application whether by the company, any of the directors thereof or by any other party for the making of an administration order or the appointment of an administrator in respect of the company or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Customer is incorporated, resident or carrying on business.
- 17.6 The provision of the Service and the Agreement shall terminate automatically without notice being given by either party on the termination, expiry or closure of the Customer's banking account or accounts with the Bank in respect of which the Service is provided.
- 17.7 You agree to cancel all future Instructions through the Service at the time of termination, to ensure that transactions made by you will not be duplicated. We will cease to act on

- Instructions including previously scheduled transactions once we have had a reasonable opportunity to act on the termination notice.
- 17.8 In the case of termination of your use of the Service, no further transactions from your Account will be actioned via the Service, including those that have been previously authorised.
- 17.9 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement under which such rights and remedies accrued. Further, after termination you will maintain the confidentiality of the Service, Security Information and Security Measures.

18 CONSEQUENCES OF TERMINATION

- 18.1 Within 14 days following the date of termination of the provision of all or part of the Service or within 14 days following the date of termination of the Agreement the Customer shall return to the Bank in good condition the User Tools and all materials supplied to the Customer by the Bank in connection with the terminated part of the Service or with the Agreement (as the case may require) and any copies thereof,
- 18.2 Termination of all and/or part of the Service and the Agreement shall not affect any action required to complete or implement Instructions which were sent by means of the Service before such termination if the Bank, in its absolute discretion, decides to complete or implement any such Instructions.
- 18.3 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement except that termination shall not affect the accrued rights and obligations of the parties under those clauses in this Agreement which are expressed to survive termination.

19 CONSTITUTION OF THE AGREEMENT

No terms or conditions of the Customer or variations to the Terms by the Customer shall apply unless expressly accepted in writing by an authorised person on behalf of the Bank.

20 NOTICES

- 20.1 Other than changes to the User Tools, any notice required to be given by the Customer to the Bank under the Agreement shall be in writing and, unless otherwise agreed in writing by the Bank, shall be deemed duly delivered if sent by registered post to (in the case of the Customer) the address notified to the Bank for this purpose or (in the case of the Bank) the Customer's Registered User(s)/Superuser with a copy to the Customer's Relationship Manager. Without prejudice to any other of the provisions contained in these Terms, the Customer, may at its absolute discretion give advance notice of or subsequent confirmation of any notice, communication, Instructions or Payment Instructions to the Bank solely for the purpose of facilitating communications between the Customer and the Bank.
- 20.2 Any notice required to be given by the Bank to the Customer in writing under this Agreement may at the Bank's sole discretion be given by the Bank either in writing or through the Service and receipt of any such notice by the Customer shall be deemed to occur on the Business Day that it is sent by the Bank through the Service.
- 20.3 Any notice given under this Agreement in writing must be communicated by post, telex or facsimile to the address most recently notified by the receiving party. Receipt shall be deemed to occur:
- 20.3.1 on the second Business Day after posting in the case of delivery by post; or
- 20.3.2 if before 16.00 hours on a Business Day, upon successful transmission in the case of delivery by fax or telex.

21 ASSIGNMENT

- 21.1 The Customer shall not assign or declare any trust in respect of all or any of its rights or obligations under the Agreement, save with the express prior written consent of the Bank. The Bank may transfer, assign or otherwise dispose of this Agreement without notice to the Customer.

22 WAIVER

- 22.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver of such term or condition or in any way prejudice any right of that party under the Agreement.

23 SEVERABILITY

- 23.1 In the event and to the extent that any of the terms or conditions of the Agreement shall be determined to be invalid, unlawful or unenforceable, any such terms or conditions

- shall be severed from the remaining terms and conditions which shall continue to be valid and binding to the fullest extent permitted by law.
- 23.2 Without prejudice to paragraph 23.1 above, any such term shall, whenever allowed by the context, be deemed replaced by such valid and enforceable term, covenant or provision whose contents are as close as permissible to those of the said paragraph.
- 24. ENTIRE AGREEMENT**
This Agreement forms the entire agreement between the parties concerning the use of the Service. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect of the Services, except in the case of fraud. Any other agreements between you and us, terms of business and/or mandates relating to the conduct of your Account or our provision of related services shall remain unaffected, save that if any conflict between such terms and the terms of this Agreement arises, this Agreement shall prevail but only insofar as the conflict to the Bank solely relates to the Service.
- 25. VARIATION**
25.1 We may amend the terms and conditions of this Agreement, or the User Tools from time to time in accordance with this Agreement either by giving notice to you in writing or via the Service, including but not restricted to, by using the Bank Message. Your continued use of the Service following notice of a variation shall be deemed acceptance of the variation.
25.2 Neither party will lose any rights under this Agreement because it has failed to exercise or delayed in exercising them.
- 26. THIRD PARTY CONTRACT RIGHTS**
26.1 No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 27. LAW AND JURISDICTION**
27.1 This Agreement shall be governed and construed in accordance with English Law and the Customer submits to the jurisdiction of the English Courts to settle any dispute arising out of or in connection with this Agreement.
27.2 The Customer waives any right to object to the English courts on grounds that they are an inconvenient or inappropriate forum to settle such dispute. Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this agreement. This agreement may be filed as a written consent to trial by court.
- 28. ALTERATIONS TO THIS AGREEMENT FOR FOREIGN JURISDICTIONS**
28.1 The Customer acknowledges that the use of the Service in relation to Customer accounts in certain countries or states is subject to specific local legislation. The Customer hereby agrees to be bound by any supplementary conditions which it may be necessary to include in this Agreement to take account of such legislation.
- 29. REGULATORY INFORMATION**
29.1 Bank Leumi (UK) plc is authorised and regulated by the Financial Services Authority. The Bank is entered in the FSA's Register and its Register number is 139217. The FSA's Register can be accessed at www.fsa.gov.uk/register/.
29.2 Bank Leumi (UK) plc is a member of the Financial Services Compensation Scheme ("FSCS"). The FSCS may pay compensation to customers if a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply.
29.3 If you are not satisfied with any of Bank Leumi (UK) plc's products or services, we have a complaint handling procedure that you can use to resolve such matters. For more information about this procedure ask your usual bank contact or write to Head of Risk Control, Bank Leumi (UK) plc, 20 Stratford Place, London W1C 1BG.

www.bankleumi.co.uk

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BL - TC - 001 - 0307



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