

Commercial Online Banking

These Terms and Conditions will take effect from 14 September 2019.

TERMS & CONDITIONS

These terms form the agreement between us, Metro Bank PLC and you, a business customer and apply to the Commercial Online Banking Service (**Commercial Online Banking**) provided by us. Commercial Online Banking is only available to business customers who hold a Business Current Account with us. These terms are Additional Provisions and supplemental to the 'Our Service Relationship with Business Customers' and any application or account opening forms ('Full Account Terms') which should be read together with these terms which will continue unaffected but in the case of any conflict or ambiguity relating to Commercial Online Banking, the terms applicable to Commercial Online Banking will prevail.

1.0 Use of Commercial Online Banking

1.1 Commercial Online Banking enables you to access and give instructions regarding the following accounts:

- View Transactions and Make Payments
- All Business Current Accounts
- Business Instant Access Deposit Account
- Client Premium Deposit Accounts
- View Only Access
- Business Credit Cards
- Business Fixed Term Deposit Account
- Money Market Deposit Accounts
- 3 Year Business Bonus Bond
- Business Loans and other lending products
- Business Safe Deposit Box

1.2 You must appoint an Administrator(s) to manage Commercial Online Banking. Initial appointment will be made on completion of a Commercial Online Banking application form.

1.3 It is possible to appoint more than one Administrator. Please be aware that you give the Administrators full power to administer and operate Commercial Online Banking on your behalf. You can opt for sole or dual administration which must be set by us offline. If you opt for dual administration then two Administrators must act together jointly to administer Commercial Online Banking, including the actions referred to in clause 1.4 below.

1.4 Administrators are responsible for:

- (a) appointing other Administrators;
- (b) authorising, appointing, removing and supervising other individuals (**Users**) to access and use Commercial Online Banking on your behalf. Each Administrator will also be a User;
- (c) allocating the password controls and the levels of authority and access of each User (**Authorities**).

1.5 The Authorities relate solely to Commercial Online Banking. They are in place of any other mandate or authority held by us for the operation of your accounts. We will act on the instructions received from Users within the authority delegated to them but only in respect of Commercial Online Banking.

1.6 We will send to the Administrators at the address(es) notified to us any security devices and information relating to Users and Commercial Online Banking. We will send any PINs and passwords direct to the Users at the address(es) notified to us or issue them to Users in Store.

2.0 Services Provided

2.1 Commercial Online Banking gives Administrators (and where appropriate Users) access to the following functions:

- (a) creation of account groups [this will allow certain payment accounts and other services as detailed in section 1.1 to be grouped together];
- (b) creation of access groups [this will allow Administrators to define which Users may give instructions for and/or view allocated account groups];
- (c) set mandates [this allows Administrators to set payment limits by payment type];
- (d) set a daily payment limits and aggregate daily limits for all payment types referred to in clause 2.2 below;
- (e) the ability to amend or restrict Users' Authority and limits;
- (f) the ability to create bulk payments for processing – same day and future dated.
- (g) Multi company access
- (h) Customised approval chains on transactions
- (i) Ability to search transactions
- (j) Ability to run Audit reports on transactions.

2.2 Commercial Online Banking enables Users to make the following payments:

- (a) CHAPS;
- (b) Faster Payments;
- (c) Account to Account Transfers;
- (d) Metro Payments (3rd party Metro Bank beneficiary);
- (e) Bulk upload of Faster Payments, BACs and CHAPS payments (BACs payments subject to our approval) – same day and future dated;
- (f) International payments
- (g) Cross currency transfers

Commercial Online Banking *(continued)*

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3.0 Customer Obligations

You will, and will ensure that Administrators and Users:

- 3.1 Control and monitor the use of Commercial Online Banking to prevent unauthorised or erroneous instructions and to minimise the risk of fraud.
- 3.2 make no link or other connection between Commercial Online Banking and any third party's website.
- 3.3 Comply with the rules, procedures and security measures and operate the security devices, as required by us on the Website and in any Commercial Online Banking material.
- 3.4 Prevent the security measures and any external devices from becoming known to or accessible by any unauthorised person.
- 3.5 Keep secret and confidential the operation and details of Commercial Online Banking, even after termination of the Commercial Online Banking agreement.
- 3.6 Back up your data in case of any failure, suspension or withdrawal of Commercial Online Banking.
- 3.7 Use a separate email address for each Administrator and User.
- 3.8 Use equipment and systems suitable for Commercial Online Banking as specified by us in our Important Information Summary.
- 3.9 Maintain your own hardware and software and take appropriate measures to prevent contamination by viruses or similar threats.

4.0 Instructions

- 4.1 Instructions given to us through Commercial Online Banking are treated as your request to make a payment or take other specified action. We will act on instructions from Users within the scope of the authority they hold. If you want to cancel a payment or action you must notify us by calling the Metro Bank telephone banking team on 0345 08 08 500. Instructions received by us for a same day payment may not be cancelled.
- 4.2 We may request additional authorisation or details for any instruction. The Bank may implement a straight through processing limit which may result in certain payments being reviewed and released by the Bank. This global limit may be amended by the Bank from time to time.
- 4.3 We will act on an instruction during the hours of operation on a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays (Business Days) and in accordance with the cut off times advised by us on the Website or in any Commercial Online Banking material. You may, in some situations, use Commercial Online Banking to give us an instruction to make a GBP payment within the UK outside of normal business hours.
Where these instructions can be accepted, the payee's bank will be credited with these funds on the same day.
- 4.4 When available, currency payments and transfers will be processed ahead of respective currency cut-off times and reviewed and released during normal UK banking hours.
- 4.5 You must ensure all instructions contain the correct account numbers or International Bank Account Number (IBAN) as required by us. The omission of a required account number or IBAN, or inclusion of an incorrect number or IBAN, may result in delay or loss and we are entitled to charge for the recovery of funds where the required number or IBAN is omitted or an incorrect number or IBAN is contained in the instruction. We are not responsible for checking the beneficiary name or other account details. We will not be liable for acting on an instruction even if it is ambiguous, incomplete or inaccurate. If we refuse to make a payment, unless there is a security or other legal reason not to, we will notify you through your Relationship Manager or the Cash Management Team and, if possible, give our reasons for doing so.
- 4.6 Any confirmation that a payment should reach the beneficiary's bank by a certain date is no guarantee that the funds will be available to the beneficiary by that date.
- 4.7 You are responsible for the accuracy and authenticity of all instructions given to us.
- 4.8 If in our reasonable opinion we consider an instruction to be inconsistent or contradictory, we may seek clarification from you before acting on it.
- 4.9 We will make reasonable efforts to modify, not process or delay in the processing of any instruction if asked to do so by you. However, we will not be liable for any failure to comply unless such failure is due to our failure to make reasonable efforts to comply.
- 4.10 We may refuse to comply with your instructions without giving any reason, in the event that we suspect fraud or other improper use.
- 4.11 We may at our discretion set internal payment limits for each payment type and a daily aggregate limit for all payments and transfers, above which limits we may refuse to comply with your instructions pending review by us. We will advise you of these limits on request.
- 4.12 We do not guarantee the availability of Commercial Online Banking and accept no liability arising from its non-availability. Where possible, we will notify you in advance of any suspension or withdrawal of Commercial Online Banking.
- 4.13 We may suspend or cancel an Administrator's or User's use of Commercial Online Banking. Unless there is a legal or security reason not to, we will inform you in advance and give you our reasons for doing so. In other cases, we will notify you immediately as soon as practicable thereafter.
- 4.14 We will give notice of the availability of Commercial Online Banking, any changes to the terms, or of other matters in writing or on the Website pre-login or login screen.
- 4.15 We are not under any duty to assess the prudence or otherwise of any instruction.
- 4.16 We may suspend your use of Commercial Online Banking for any reason if we have reason to believe that your instruction will lead or expose us to direct or indirect loss.
- 4.17 Any transaction is not always simultaneous with any instruction given. Some instructions may take time to process or may only be processed during normal banking hours, even though Commercial Online Banking may be available outside those hours.

Commercial Online Banking *(continued)*

TERMS & CONDITIONS *(continued)*

- 4.18 If you provide instructions to us or request any services in relation to any account held with any party other than us for use within the service (a “**Third Party**”), we will not be liable to you for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions or delays of any such Third Party. For the avoidance of doubt, where Commercial Online Banking delivers to you any information supplied to us by a Third Party, we make no warranty as to the accuracy or sufficiency or completeness of the information provided by that Third Party.
- 4.19 You shall ensure that all appropriate Third Party authorisations and any other authorisations or documents are in place with any relevant Third Party before issuing (and at all times during the performance of) access, use or instructions relating to any account held with any Third Party. You shall ensure that all such Third Party authorisations and any other authorisations or documents are, and remain, valid and up to date. You shall liaise directly with the relevant Third Parties for such purpose.
- 4.20 We shall not be responsible for ensuring any pro forma documentation or other materials are supplied by us relating to a Third Party or if supplied, are accurate, sufficient or fit for such purpose. Without prejudice to the above, we may, but shall not be obliged to, notify you from time to time of any changes in any Third Party authorisations or requirements of such Third Parties of which it becomes aware.
- 4.21 You shall ensure that all appropriate consents, approvals or authorisations are in place from any entity whose accounts you wish to include on the Commercial Online Banking service or access, view or issue instructions on prior to and at all times during any such access or use.

5.0 Security

- 5.1 Reduced security risks for Commercial Online Banking are achieved through the use of browser based encryption and various security measures described in Commercial Online Banking Important Information Summary and on the Website. We will use all reasonable endeavours to keep Commercial Online Banking secure.
- 5.2 For certain transactions, free format payments, adding/amending beneficiaries and adding/changing User access rights), we will supply a security device which on inputting a password shall generate an authorisation code that must be used to effect the transaction (we call this security device an “external token”). Passwords for the external token must be kept secure as with any other password.
- 5.3 We do not guarantee that Commercial Online Banking is free from viruses or other security risks. We will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
- 5.4 You will tell us immediately if you:
- (a) suspect or believe that:
 - Any security device or external token is lost, misused or stolen
 - Any security measures may be known to a person other than an Administrator or relevant User
 - There has been any unauthorised use of Commercial Online Banking
 - Commercial Online Banking security measures may no longer be adequate
 - (b) wish to change an Administrator or User. We may require you to complete a paper form to effect this.
 - (c) know or suspect there has been a failure or delay in us receiving any instruction or know or suspect a programming or transmission error, defect or corruption in any instruction. You will assist us to remedy the problem.
 - (d) discover that any information on the Website is incorrect
- 5.5 If you tell us that there has been a breach of security, we will promptly cancel the security measures and any security devices as necessary.
- 5.6 If information accessed or received through Commercial Online Banking is not intended for you, you will:
- (a) immediately notify us.
 - (b) not access the information further and immediately delete it.
 - (c) keep the information confidential.
- 5.7 We may suspend or withdraw all or any part of Commercial Online Banking to carry out maintenance work.
- 5.8 We may suspend your use of Commercial Online Banking for security reasons, or where we suspect unauthorised or fraudulent use of Commercial Online Banking. Unless there is a security or other legal reason not to, we will notify you either before we take any action, or as soon as practicable after, and give the reasons for doing so.
- 5.9 We will have no obligation to verify the authenticity of any instruction received or purported to have been received from you through the Commercial Online Banking channel or purported to have been sent by you other than by means of verification of password and if applicable the authorisation code generated by an external token supplied.
- 5.10 Any passwords created or allocated must be kept secure and secret at all times. You must ensure that all Administrators and Users take appropriate steps to prevent unauthorised use. This includes:
- (a) never writing down or otherwise recording any password in a manner that it may be used or understood by another person;
 - (b) never telling a password to another person;
 - (c) never sharing a password.
- 5.11 Clause 5.10 does not apply in respect of passwords you have given to a third party payment service provider. A third party payment service provider is a regulated payment initiation service provider or a regulated account information service provider who is authorised or registered to do so by the FCA or an equivalent European regulator and who you have authorised to access and collate account information or initiate payments to third parties on your behalf.
- 5.12 You must tell us immediately if you know or suspect, that any unauthorised person has access to Commercial Online Banking, of any unauthorised transaction or instruction.
- 5.13 You will be responsible for all losses, including the amount of any transaction carried out without reasonable care so as to facilitate an unauthorised transaction or if you have acted fraudulently. Acting without reasonable care may include any failure to observe any of your security obligations.

Commercial Online Banking *(continued)*

TERMS & CONDITIONS *(continued)*

6.0 Intellectual Property

- 6.1 Commercial Online Banking, the Website, all Software and Commercial Online Banking material are the property of us and our suppliers and are protected by copyright and other intellectual property rights. We grant you a non-transferable licence to use Commercial Online Banking for the duration of the Commercial Online Banking agreement.
- 6.2 You will use the software and any other equipment and materials supplied by us solely for the purposes of operating Commercial Online Banking.
- 6.3 If provided, external tokens remain the property of Metro Bank Plc and we reserve the right to charge for replacement external tokens. If applicable we will notify you of this cost.

7.0 Confidentiality

- 7.1 We will take reasonable care to maintain the confidentiality of information relating to you. You authorise us to provide third parties with information we believe is necessary, where we engage a third party supplier in connection with Commercial Online Banking, or to carry out an instruction.
- 7.2 To carry out an instruction, we may be required to transfer private information to third parties. This may mean private information is transferred abroad in which case we will act in accordance with Our Service Relationship with Business Customers.
- 7.3 Information transferred to third parties may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

8.0 Exclusions and Indemnity

- 8.1 Our general liability to you and your liability to us is set out in Our Service Relationship with Business Customers, which applies to Commercial Online Banking, together with the provisions set out below.
- 8.2 We are not liable for any loss arising from any cause beyond our control or arising from any of the following, unless caused by us or our third party supplier's gross negligence or wilful default:
 - (a) unauthorised access by any person to any confidential information accessible through Commercial Online Banking.
 - (b) disruptions to or the unavailability of Commercial Online Banking.
- 8.3 We are not liable for:
 - (a) loss or corruption of data, injury to reputation, business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
 - (b) any indirect or consequential loss;
 - (c) errors, failures or costs arising from any malfunction of your equipment or provision of services from your Internet Service Provider;
 - (e) security-related information or suggestions provided by us.
- 8.4 We do not guarantee that the software is error free.
- 8.5 You will indemnify us against any claims, liabilities, costs, expenses, damages or losses (whether direct, indirect or consequential) that we incur from instructions or operations affecting third party's accounts or any third party claim arising out of or relating to your use or failure to use Commercial Online Banking.
- 8.6 We will not be responsible for any loss or damage to your data, software, computer, telecommunications or other equipment caused by using Commercial Online Banking unless caused solely or directly by our database default.

9.0 Fees and Charges

- 9.1 You will pay our fees and charges (plus VAT if applicable) detailed in the Important Information Summary available from us. We may vary our fees and charges by giving you 60 days' notice.
- 9.2 We may apply all amounts due to an account of yours held with us, even if it causes that account to be overdrawn or exceed any limit.

10.0 Termination

- 10.1 You may terminate the Commercial Online Banking agreement by giving us 30 days' notice.
- 10.2 We may terminate the Commercial Online Banking agreement by giving you not less than 60 days' notice.
- 10.3 We may terminate the Commercial Online Banking agreement without notice and with immediate effect, or suspend or limit your or any Administrator's or User's use of Commercial Online Banking if:
 - (a) our licence for any Software is terminated or suspended.
 - (b) you breach the Commercial Online Banking Agreement or the Full Account Terms.
 - (c) you propose a voluntary arrangement with your creditors.
 - (d) there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to you in any jurisdiction, except as part of a re-organisation agreed by us.
 - (e) any security is enforced or a receiver or similar official is appointed in respect of any of your assets.
 - (f) there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed, in relation to you.
 - (e) we reasonably think that there has been (or we suspect there has been) fraud or other suspicious activity involving your account(s)
- 10.4 Commercial Online Banking will terminate automatically if the account on which Commercial Online Banking is set up is closed unless you nominate an alternative account.

Commercial Online Banking *(continued)*

TERMS & CONDITIONS *(continued)*

11.0 CONSEQUENCES OF TERMINATION

11.1 On termination of the Commercial Online Banking agreement:

- (a) we may act on instructions received before the date of termination.
- (b) you will within 14 days, return to us all software and Commercial Online Banking material including any external tokens.
- (c) you will immediately delete the software from your equipment.

11.2 Termination of the Commercial Online Banking agreement will not affect any rights of either party accrued to the date of termination.

12.0 Consequences of Termination

12.1 We may give to anyone any information about you or the Commercial Online Banking agreement in connection with any proposed transfer of, or financial arrangement by reference to, the Commercial Online Banking agreement. We may allow any person to take over any of our rights and duties under the Commercial Online Banking agreement. References to us in the Commercial Online Banking agreement includes our successors.

12.2 You may not transfer the benefit of the Commercial Online Banking agreement.

13.0 Waiver

If we waive any of our rights under the Commercial Online Banking agreement, it does not mean we will waive that right in the future.

14.0 Severability

If any of the terms is determined to be unlawful or unenforceable, the term will be severed from the remaining terms which will continue in full effect.

15.0 Entire Agreement

15.1 This agreement is the entire agreement concerning use of Commercial Online Banking and supersedes all previous agreements, communications, representations and discussions between you and us. Any other agreements, including the Full Account Terms and mandates between us and you relating to conduct of your accounts with us remain unaffected.

16.0 Changes

16.1 Changes to the Commercial Online Banking agreement will be made in accordance with Our Service Relationship with Business Customers.

16.2 We may change the Commercial Online Banking material, Website and software at any time.

17.0 Communications

17.1 All notices and other communications relating to Commercial Online Banking must be in writing.

17.2 We may deliver a notice or communication to you by the Website, or at the contact details last known to us or your registered office.

17.3 A notice or communication by us will be effective at the time a message is posted on the Website; at the time of personal delivery; on the second Business Day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a Business Day, or otherwise on the next Business Day.

17.4 A notice from you to us must be addressed to your Relationship Manager or Cash Management team and will be effective on receipt.