

# Additional Service Conditions for our Corporate Internet Services

Effective 30 September 2020

These Additional Service Conditions govern the use of our Corporate Internet Services. Our System is an online internet based platform through which Customers, acting through their Authorised Users, are able to access information on their Registered Accounts and undertake electronic banking transactions using our Corporate Internet Services. In addition, our Corporate App enables Customers, acting through their Authorised Users, to access information and undertake certain transactions using our Corporate Internet Services on their Mobile Devices.

To access our Corporate Internet Services via the Internet Portal or Corporate App, the Customer and its Authorised Users are required to complete, sign and return to Handelsbanken such Application and Amendment Forms and other forms as are required by Handelsbanken from time to time. Please note that the authorities granted to Authorised Users by the completion of such forms will override any existing mandate in operation on the Registered Accounts of the Customer for the processing of transactions on, and the operation of, such Registered Accounts through our Corporate Internet Services.

Handelsbanken is the trading name of Handelsbanken plc. Handelsbanken plc is incorporated in England and Wales with company number 11305395. Registered office: 3 Thomas More Square, London, E1W 1WY, United Kingdom. Handelsbanken plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 806852. Handelsbanken plc is a wholly-owned subsidiary of Svenska Handelsbanken AB (publ).

## 1. Introduction, definitions & interpretation

1.1. These Additional Service Conditions supplement and form part of your Agreement with us and set out the terms and conditions on which we will provide you with our Corporate Internet Services via the Internet Portal and/or the Corporate App.

1.2. You should read and should procure that your Authorised Users (as defined below) read these Additional Service Conditions carefully before using our Corporate Internet Services. The current version of these Additional Service Conditions can be accessed via our website at [www.handelsbanken.co.uk/terms](http://www.handelsbanken.co.uk/terms), where you can print or download a copy for your records.

1.3. Any defined terms in these Additional Service Conditions shall have the same meaning as those defined terms set out in the Terms and Conditions (as defined below) forming part of your Agreement unless expressly stated otherwise in these Additional Service Conditions.

1.4. The Terms and Conditions and other provisions of your Agreement will apply to our Corporate Internet Services except insofar as any such term, condition or provision

conflicts with a term or condition of these Additional Service Conditions, in which case the latter will prevail.

1.5. The Terms and Conditions and other provisions of your Agreement have already been provided to you and we will provide you with a further copy on written request.

1.6. If you or any of your Authorised Users have any questions about these Additional Service Conditions, please contact any of our Branches. You can also get further information about our services and products on our internet website at [www.handelsbanken.co.uk](http://www.handelsbanken.co.uk).

1.7. By enabling any Authorised User to use our Corporate Internet Services via the Internet Portal or Corporate App, you agree to be bound by these Additional Service Conditions. If you do not agree to these Additional Service Conditions, please do not and do not allow anyone to use our Corporate Internet Services via the Internet Portal or Corporate App.

1.8. Unless expressly stated otherwise in these Additional Service Conditions, any notice or communication sent by you or us in relation to these Additional Service Conditions, our Corporate Internet Services, the System, the Internet Portal or Corporate App must be sent in accordance with the Terms and Conditions.

1.9. In these Additional Service Conditions the following words and expressions shall have the following meanings:

**"Administrator"** means an Authorised User authorised by the Customer in the Application and Amendment Forms as an administrator of the Customer's use of our Corporate Internet Services. The Customer is required to appoint at least one Authorised User as an Administrator who will have the authority to set and change the User Permissions, as more fully described in condition 5 of these Additional Service Conditions;

**"Application and Amendment Forms"** means all Application Documentation completed, signed and returned to us by the Customer and its Authorised Users from time to time comprising the application for and registration of the Customer and each of its Authorised Users for our Corporate Internet Services via the Internet Portal and/or the Corporate App, establishing the User Permissions and appointing one or more Authorised Users as an Administrator for the Customer;

**"Authorised User"** means each employee, agent or other individual(s) authorised from time to time by the Customer to access and use our Corporate Internet Services on behalf of the Customer via the Internet Portal and/or the Corporate App;

**"Corporate App"** means the mobile application (including the applicable Security Measures) enabling the Customer, acting by its Authorised Users, to perform the Corporate App Functions on Mobile Devices in accordance with these Additional Service Conditions;

**“Corporate App Functions”** means the functions detailed in condition 3.4 (except at 3.4 (C) and 3.4(F)) of these Additional Service Conditions;

**“Corporate Internet Services”** means our Additional Services enabling the Customer, acting by its Authorised Users, to use the Internet Portal and/or the Corporate App for the Permitted Purposes in accordance with these Additional Service Conditions;

**“Corporate Internet Services Content”** means our or any of our licensors’ software, Operating Guides, videos, applications or other content which we make available to you and/or any of your Authorised Users in connection with our Corporate Internet Services;

**“Customer”, “you”, “your”, “yours”** means the Customer named in the Application and Amendment Forms which has an Agreement and one or more Registered Accounts with us;

**“Customer Support”** means our customer support service that offers you general assistance. You can contact Customer Support by calling us on 0800 470 8000.

**“EEA”** means the European Economic Area;

**“Handelsbanken”, “we”, “us”, “our”** means Handelsbanken plc and includes its successors and assigns;

**“Intellectual Property Rights”** means all patents (including any rights in or to inventions), trade marks, service marks, logos, trade names and business names (including rights in goodwill attached thereto), design rights, rights in or to internet domain names and website addresses, semi-conductor topography rights, copyright (including future copyright), database rights, rights in and to confidential information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and similar or analogous rights to any of these rights in any jurisdiction;

**“Internet Portal”** means the portal hosted at [www.handelsbanken.co.uk](http://www.handelsbanken.co.uk) which allows the Customer, acting by its Authorised Users, to access and perform the Internet Portal Functions in accordance with these Additional Service Conditions;

**“Internet Portal Functions”** means the functions detailed in condition 3.4 (A to H inclusive) of these Additional Service Conditions;

**“Malicious Code”** means any software, virus, trojan horse, time bomb or other code that is harmful, damaging, disabling or which enables or could enable unauthorised access to any part of our Corporate Internet Services and/or our System;

**“Mobile Device”** means a smart phone handset or tablet device which satisfies our Technical Requirements;

**“Permitted Purposes”** means the performance of the Internet Portal Functions with respect of the Internet Portal and the Corporate App Functions with respect to the Corporate App (as applicable);

**“Registered Accounts”** has the meaning given to it in condition 3.4(A) of these Additional Service Conditions;

**“Restricted Country”** means those countries included on the Restricted Countries List from time to time;

**“Restricted Countries List”** has the meaning given to it in condition 5.6 of these Additional Service Conditions;

**“Security Measures”** means any and all Security Information, Security Equipment and other security procedures and requirements which facilitate access to and/or use of our Corporate Internet Services via the Internet Portal and, when applicable, the Corporate App, together with all Operating Guides relevant to security (in each case as notified to the Customer by us from time to time via the Internet Portal and/or, when applicable, the Corporate App or in any other manner permitted under the Agreement );

**“System”** means our system used to provide our Corporate Internet Services, connection to which may be made via the Internet Portal, the Corporate App or via such other access points as we may notify to you from time to time via the Internet Portal, the Corporate App or in any other manner permitted under the Agreement;

**“Technical Requirements”** means our minimum technical requirements relating to the use of our Corporate Internet Services via the Internet Portal and/or, when applicable, the Corporate App, in each case as notified by us to you from time to time via the Internet Portal, the Corporate App or in any other manner permitted under the Agreement;

**“Terms and Conditions”** means our Business Banking Terms and Conditions which form part of your Agreement as updated, varied and/or replaced from time to time;

**“User Instruction”** means an instruction, request or other communication received by us through the Internet Portal or the Corporate App which appears to have been given or transmitted by an Authorised User and includes instructions given pursuant to condition 3.9;

**“User Permissions”** means the permissions relevant to an Authorised User as set by the Customer, or by an Administrator acting on behalf of the Customer, setting the level of access to the Registered Accounts of the Customer and the authorities of that Authorised User in relation to such Registered Accounts, when using our Corporate Internet Services.

## 2. Application of these Additional Service Conditions

2.1. When completing the Application and Amendment Forms, the Customer will confirm to us whether it wishes to

access and use our Corporate Internet Services via the Internet Portal or via the Internet Portal and Corporate App. The Customer cannot access or use our Corporate Internet Services via the Corporate App without also registering to use the Internet Portal.

2.2. If the Customer and its Authorised Users have completed the Application and Amendment Forms relating to access and use of our Corporate Internet Services via the Internet Portal and Corporate App then all of these Additional Service Conditions shall apply.

2.3. If the Customer does not wish to use our Corporate App or if the Customer and/or its Authorised Users have not completed the Application and Amendment Forms relating to our Corporate App, then the provisions set out in condition 4 of these Additional Service Conditions shall not apply.

2.4. If no Application and Amendment Forms are completed, then neither the Customer nor anyone acting on behalf of the Customer shall be entitled to access or use our Corporate Internet Services via the Internet Portal or Corporate App.

### 3. Services & availability

3.1. Our Corporate Internet Services are subject to completion by the Customer and each of its Authorised Users of such Application and Amendment Forms and procedures and the execution by the Customer of such board minutes, legal and other documentation as Handelsbanken shall in its sole discretion require from time to time.

3.2. We may require you and/or your Authorised Users to go through different security procedures to access different parts of our Corporate Internet Services. We may also provide you/or your Authorised Users with special security software which can be downloaded from the Internet Portal and/or our website and used to communicate securely with us, and/or Security Equipment, to enable you (acting by your Authorised Users) to give us User Instructions.

3.3. Once you and your Authorised Users have gone through our security procedures mentioned in condition 3.2 above, you will get access to the Additional Services provided by us via our Corporate Internet Services, unless agreed otherwise. The compatibility requirements which you and your Authorised Users must satisfy in order to access our Corporate Internet Services are explained on the Internet Portal and/or our website, which also contains more information about the security procedures for our Corporate Internet Services.

3.4. Our Corporate Internet Services may from time to time provide the Customer, acting through its Authorised Users, with the functionality to:

(A) monitor the balance and available credit on the Customer's Accounts that are registered in the Application and Amendment Forms for use with our Corporate Internet Services (**Registered Accounts**);

(B) view previous transactions carried out through the Registered Accounts;

(C) upload and/or create payment templates relating to your Registered Accounts in accordance with the Operating Guides and instructions we make available to you and/or your Authorised Users from time to time on the Internet Portal or in any other manner permitted under your Agreement;

(D) make transfers between your Registered Accounts (provided the Authorised User has the necessary User Permissions to do so);

(E) make payments from any of your Registered Accounts to beneficiaries whose details you or your Authorised Users have registered via the Internet Portal (in accordance with the limits we apply in condition 5.8 of these Additional Service Conditions and provided the Authorised User making the payment has the necessary User Permissions to do so). There will be a transaction value limit for such payments that will be set from time to time as an anti-fraud measure. If you or any of your Authorised Users have any questions about the transaction value limit, you can contact your Branch and they will explain this to you and more information is available on the "view account mandates" function of our Corporate Internet Services.

(F) manage User Permissions, provided the Authorised User is an Administrator, in accordance with any limitations we set and the Operating Guides and instructions we make available to the Customer and/or its Authorised Users from time to time on the Internet Portal or in any other manner permitted under your Agreement;

(G) download, view and print Registered Account information and reports relating to your Agreement and/or Registered Accounts which we make available for the Customer's internal business use and reference only (not for any Authorised User's personal use); and

(H) receive any other services, functions or enhancements we may enable you and/or your Authorised Users to access or may add from time to time (as more particularly described in condition 12 of these Additional Service Conditions).

3.5. Handelsbanken will use its reasonable endeavours to make the Corporate Internet Services available to the Customer, acting through its Authorised Users, provided such Authorised Users comply with the Security Measures, these Additional Service Conditions and the other provisions of the Agreement.

3.6. Handelsbanken may from time to time suspend access to the whole or any part of its Corporate Internet Services (via the Internet Portal and/or via the Corporate App) without notice where it considers it necessary or advisable to do so, for example due to network problems, for maintenance or for security reasons. If any of our Corporate Internet Services become unavailable we will try and inform you and

your Authorised Users without undue delay via the Internet Portal and via the Corporate App and may also notify you in any other manner permitted under your Agreement. We cannot be held liable for any Losses which you, any Authorised User or any other third party may suffer as a result of any Corporate Internet Services being suspended.

3.7. The Customer shall be solely responsible for ensuring that its and each of its Authorised User's hardware and systems are suitable for access to and use of our Corporate Internet Services via the Internet Portal and, when applicable, the Corporate App. In particular, the Customer shall comply and shall ensure that its Authorised Users comply with any requirements, instructions, notices and Operating Guides concerning systems or technology (including the Technical Requirements and Security Measures) required to access or use our Corporate Internet Services provided by us or on our behalf from time to time.

3.8. We draw your attention to condition 10 (Exclusion of Liability) of these Additional Service Conditions which sets out important information concerning our liability in connection with our provision of our Corporate Internet Services.

3.9. You can use an account information service provider or payment initiation service provider (registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction) to give instructions on your behalf. An account information service allows you to see your accounts with different providers in one place. A payment initiation service allows a third party to instruct us to make payments from your Registered Account on your behalf.

3.10. You will be considered to have consented to a payment transaction if you instruct a payment initiation service provider to request a payment is made on your behalf (by following the procedures required by the payment initiation service provider to confirm the payment instruction).

3.11. Where we deny an account information service provider or payment initiation service provider that you appoint access to your Registered Account via the Corporate Internet Services, we will tell you by phone, SMS or letter that we have denied such service provider access (where we are able to identify them) and the reason for the denial of access before we deny access (where possible) or immediately afterwards unless telling you would compromise reasonably justified security reasons or is unlawful.

## 4. Corporate App

4.1. For you and any of your Authorised Users to be eligible to access and use our Corporate Internet Services via the Corporate App you and each of your Authorised Users must register to use our Corporate Internet Services via the Internet Portal (if you or any of your Authorised User's access to the Internet Portal is suspended, cancelled or terminated for any reason, your and/or the relevant Authorised User's access

and use of the Corporate App will also be suspended, cancelled or terminated, as applicable).

4.2. Before accessing or using our Corporate Internet Services via the Corporate App, your Authorised Users will need to download the Corporate App and complete the registration process (if they have not already done so), for which each Authorised User (acting on your behalf) will need to register him or herself through the Internet Portal. Your Authorised Users will also be required to activate their Mobile Devices using your personal user identification, log-on card and card reader. We may from time to time change the maximum number of Mobile Devices which you can link to the Corporate App. Please contact your branch for details of the maximum number of devices that can be linked at any one time.

Once the Authorised User has registered and activated its Mobile Device(s), each of the Registered Accounts that an Authorised User can access via the Internet Portal will be accessible through the Corporate App for the performance of Corporate App Functions by such Authorised User on your behalf.

4.3. The Corporate App will only work with Mobile Devices.

4.4. Your Authorised Users must not download the Corporate App from anywhere other than the Apple App Store or Google Play or install or use it on any device other than a compatible Mobile Device. From time to time we may issue updates to the Corporate App, and depending on the nature of the update, your Authorised Users may not be able to use or access our Corporate Internet Services via the Corporate App unless and until they have downloaded the latest version of the Corporate App.

## 5. Authorised Users, User Instructions and User Permissions

5.1. The Customer shall be bound by all User Instructions and irrevocably authorises Handelsbanken to act on all User Instructions irrespective of any contrary mandate or notification, provided such User Instructions are received by Handelsbanken through the Internet Portal or the Corporate App and are authenticated in accordance with the Security Measures. The Customer requests and authorises Handelsbanken to treat all User Instructions as validly authorised by the Customer. The Customer further agrees that Handelsbanken shall be under no other obligation to check the authenticity of any User Instruction or the authority of the person or persons giving them.

5.2. Handelsbanken will endeavour to comply with each User Instruction as promptly as it can provided that (i) any payment would not cause any limits referred to in condition 5.8 of these Additional Service Conditions (or any other transaction limits set by Handelsbanken) to be exceeded and Handelsbanken is satisfied that the Customer has sufficient

cleared funds on its Registered Account with and available to Handelsbanken with which Handelsbanken may reimburse itself for the payment or (ii) the payment is within credit facilities agreed with the Customer or otherwise acceptable to Handelsbanken.

5.3. The Customer agrees that each User Instruction shall have the same legal effect, validity and right of enforcement as if the instruction had been in writing and signed by the Customer.

5.4. Subject to condition 5.6 of the Terms and Conditions, the Customer will be responsible for each User Instruction and will indemnify Handelsbanken on demand against all Losses that Handelsbanken may incur directly or indirectly through acting upon any User Instruction. The Customer will promptly reimburse Handelsbanken for any payment made pursuant to a User Instruction and Handelsbanken, pending such reimbursement, may debit any Account of the Customer accordingly or exercise any of its other rights to recover the payment under the Agreement.

5.5. In the event that the Customer requests Handelsbanken to cancel or modify any User Instruction, Handelsbanken will make all reasonable efforts to do so. Handelsbanken can only cancel a User Instruction if it has not acted upon that User Instruction. If Handelsbanken is asked to cancel or modify a User Instruction it may charge the Customer for this in accordance with the Tariff of Charges.

5.6. Handelsbanken may in its sole discretion refuse to carry out or act on a User Instruction, without any liability to the Customer, if:

5.6.1. it has any reason to believe that it is not the Customer or its Authorised User who is giving the instruction;

5.6.2. the instruction given is invalid, incomplete, or unclear, outside the scope of the User Permissions of the relevant Authorised User and/or exceeds any limit applied pursuant to condition 5.8 of these Additional Service Conditions, or any other transaction limits set by Handelsbanken;

5.6.3. the Customer or Authorised User has not complied with any Security Measures;

5.6.4. there is any reason why Handelsbanken thinks there is a risk that it would violate any duty or applicable law or regulation if it acted on that instruction;

5.6.5. the instruction breaches any provision of your Agreement;

5.6.6. the beneficiary's account, the bank of the beneficiary or any correspondent bank is located in a Restricted Country included on our Restricted Countries List. Our "Restricted Countries List" is the

list of countries available on our website (as amended from time to time);

5.6.7. we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could include, by way of example, scenarios where: (i) you have failed to provide any additional information (including identification documents) which we have reasonably requested from you; (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the instruction relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities; or

5.6.8. Handelsbanken is otherwise prevented from complying with such instruction or for any other reason Handelsbanken thinks there is a risk that it would violate any duty or applicable law or regulation, or expose Handelsbanken to any potential legal or financial risk (including any such matters arising in relation to the provision of financial services to any persons or entities which may be subject to sanctions).

We may treat an instruction as relating to a Restricted Country where, for example and including without limitation, the beneficiary is located in or has links to a Restricted Country (or any person or entity connected to a beneficiary is located in or has links to a Restricted Country), or we reasonably suspect that the instruction is likely to be part of a series of payments involving the crediting of an account held in a Restricted Country.

While we are checking that none of the reasons above apply, there may be a delay in us acting on your instruction (even if after completing the checks, no such reasons apply).

We may make changes to the Restricted Countries List at our sole discretion, including, without limitation, where payments relating to a Restricted Country would be unlawful (for example, where there are legal sanctions and restrictions in place), we have reasonable grounds to suspect that a Restricted Country does not meet our expectations in relation to financial crime prevention, anti-money laundering and/or anti-bribery requirements, and/or where we have commercial reasons to restrict payments relating to any Restricted Country

If you have any questions about a particular country at any time, you can contact your branch or contact Customer Support to obtain details of the Restricted Countries at that time.



5.7. Where Handelsbanken refuses to carry out or act on a User Instruction, we will do our best to inform you and your relevant Authorised User about this as soon as possible unless we are prohibited from doing so under any law or regulation. If possible, we will also provide the factual reasons for the refusal and inform you how to rectify any factual errors that led to the refusal.

5.8. Handelsbanken may, from time to time without advance notice, (acting reasonably) apply limits to:

- 5.8.1. payment amounts;
- 5.8.2. User Instructions;
- 5.8.3. the use of any payment system or electronic funds transfer system (including Bacs, CHAPs, SWIFT, and Faster Payments);
- 5.8.4. any other means of payment or the methods of giving any payment instruction,

in each case as provided as part of our Corporate Internet Services. Such limits may be different depending on whether our Corporate Internet Services are used on the Internet Portal or Corporate App.

Such limits may relate to (1) the type of transactions that you or any Authorised User can enter into; and/or (2) the number of transactions that you or any Authorised User can enter into over a certain period; and/or (3) the amount of individual or aggregated transactions that you or any Authorised User can make at any one time or over a certain period; and/or (4) the total number of Authorised Users who may use the Internet Portal and/or Corporate App (when applicable); and/or (5) the number of computer devices or Mobile Devices which can be used to access the Internet Portal and/or Corporate App (respectively).

Any such limit will come into effect immediately when we apply it and further information regarding these limits is set out on our Internet Portal.

Where we have set limits we may also change the limits applied from time to time without advance notice.

To manage our risk, we also apply internal controls, including limits, to certain types of payments and limits may also be set by third party payment schemes. We change these as necessary but, for security purposes, we don't always disclose them.

5.9. If the Customer wishes to terminate the authority of an Authorised User or add a new Authorised User, it must notify Handelsbanken immediately by returning a completed Application and Amendment Form to us. If the Customer wishes to suspend the authority of an Authorised User or change the User Permissions applicable to an Authorised User, an Administrator may do this via the Internet Portal.

5.10. The Customer is required to appoint (or confirm the appointment of) a minimum of one Administrator when

completing the Application and Amendment Forms. The Customer acknowledges and agrees that each Administrator acting on its behalf is authorised to assign, manage and amend the User Permissions (including the Administrator's own User Permissions) once each Authorised User has been authorised by the Customer to access and use our Corporate Internet Services on behalf of the Customer.

## 6. Security Measures

6.1. The Customer and each Authorised User must comply with all Security Measures, additional instructions and recommendations provided by Handelsbanken from time to time to gain access to or use our Corporate Internet Services (including those referred to in conditions 3.2 and 3.3 of these Additional Service Conditions). Compliance with the Security Measures includes the Customer complying with, and ensuring that each Authorised User complies with, the Terms and Conditions and other provisions of your Agreement relating to security, including the terms relating to the use and safety of Security Information and Security Equipment.

6.2. These Additional Service Conditions apply in place of any other agreement that you, or any of your Authorised Users, enter into (or have entered into) with us for the use of any Security Equipment when such Security Equipment is used in connection with our Corporate Internet Services.

6.3. The Customer shall and shall procure that its Authorised Users:

6.3.1. ensure at all times that the Security Measures are kept secret, confidential, are not written down and are not made available in any place accessible by others or shared with anyone (other than an account information service provider or payment initiation service provider which requires such details to provide their services to you and which is registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction to provide such account information services or payment initiation services);

6.3.2. take practical precautionary measures when storing or disposing of information relating to our Corporate Internet Services to prevent the misuse of such information, and in relation to the disposal of printed materials, ensure that all such materials are shredded;

6.3.3. ensure that no computer or Mobile Device available to the public, public internet access device or access point is used to access the Internet Portal or Corporate App; and

6.3.4. ensure that each Authorised User's method of internet access is secure at all times including when accessing and using our Corporate Internet Services via the Internal Portal and/or Corporate App (as applicable).

6.4. The Customer and each of its Authorised Users must advise Handelsbanken immediately if they know or suspect that there has been any breach of any of the Security Measures, any transmission of Malicious Code, Security Information has been lost or stolen or any unauthorised access to or use of our Corporate Internet Services by informing us at a Branch during opening hours or calling 0800 470 8000. In these circumstances, the Customer and each of its Authorised Users shall promptly give Handelsbanken all reasonable assistance and information requested in connection with any such matter. Handelsbanken shall be entitled to pass any information to its authorised representatives and to any relevant authorities.

6.5. The Customer is solely responsible for the procurement, cost and maintenance of all computer systems and Mobile Devices, required:

6.5.1. to enable the Customer and its Authorised Users to access the Internet Portal and/or the Corporate App (when applicable);

6.5.2. to receive, validate and use the Security Measures; and

6.5.3. to enable compliance with our Technical Requirements.

6.6. The Customer shall:

6.6.1. ensure that its and each of its Authorised Users' computer systems and Mobile Devices are kept secure and free from Malicious Code at all times, including the use of up-to-date and reputable anti-virus and spyware software, firewalls and appropriate password protections; and

6.6.2. in respect of the User Permissions, ensure that such User Permissions are appropriate to the position, function and authority of each Authorised User and that no further access to our Corporate Internet Services is granted than is necessary for that Authorised User to perform their functions.

## 7. Charges

7.1. Handelsbanken will provide the Customer with details of any charges applicable to our Corporate Internet Services when the Customer applies to use our Corporate Internet Services.

7.2. Handelsbanken may vary or increase any of the applicable charges or introduce a new charge or charges by giving the Customer not less than 2 months' prior notice via the Internet Portal or, when applicable, via the Corporate App and/or in any other manner permitted under your Agreement. Notice via the Internet Portal or Corporate App may be issued to an Administrator or other designated Customer contact. During this notice period, if you do not agree to the new charge, variation or increase, you and your Authorised Users may stop using our Corporate Internet Services and delete the

Corporate Internet Services Content (and Corporate App, if applicable) without incurring any further changes.

7.3. The Customer agrees to pay any charges for our Corporate Internet Services in accordance with the provisions of your Agreement, and agrees that Handelsbanken may debit any Accounts of the Customer with the amount of any such charges or recover the charges in any other manner permitted under your Agreement.

7.4. In addition to any charges applicable to our Corporate Internet Services, you will continue to be liable to us for all charges relating to your use of the other Services available via our Corporate Internet Services in accordance with your Tariff of Charges and the other provisions of your Agreement.

7.5. You and your Authorised Users shall remain fully responsible for the charges levied by your internet service providers and/or your mobile network operators in connection with downloading, accessing and using our Corporate Internet Services via the Internet Portal and/or the Corporate App.

## 8. Customer's obligations

8.1. In addition to the obligations detailed elsewhere in these Additional Service Conditions and the other provisions of your Agreement, the Customer agrees:

8.1.1. to ensure that each of its Authorised Users accesses and uses our Corporate Internet Services in accordance with these Additional Service Conditions and the other provisions of your Agreement;

8.1.2. to ensure that each User Instruction is clear, correct and complete;

8.1.3. except as permitted by law, not to, and not to permit any other person (including any Authorised User) to, copy, modify, reproduce, remanufacture, translate, disassemble, decompile or reverse engineer any part of the System, the Internet Portal or the Corporate App, including any of the Corporate Internet Services Content or any Security Measures, or in any way duplicate or merge or incorporate any of the same with or into anything else;

8.1.4. to notify Handelsbanken immediately if the Customer or any of its Authorised Users become aware of any failure to receive or delay in receiving any User Instruction or any payment to be made pursuant to a User Instruction, or of any known or suspected error or fraud in or affecting the sending or receipt of any User Instruction, or of any programming error or defect or corruption of any User Instruction, and to use all reasonable endeavours to assist Handelsbanken in any remedial steps requested by Handelsbanken;

8.1.5. to assist Handelsbanken with any concerns in relation to viruses and/or security threats. Handelsbanken may from time to time ask the



Customer to allow Handelsbanken and/or its authorised representatives to access its and/or any of its Authorised User's systems (including any hardware or software) in order to assess for the presence of viruses or other security threats; and

8.1.6. to take any action necessary to remove any virus or other security threats identified in accordance with any assessment outlined at condition 8.1.5 above and to keep Handelsbanken and its authorised representatives updated in relation to the steps, measures, progress and resolution of any such actions.

8.2. The Customer will keep Handelsbanken indemnified against any and all Losses that Handelsbanken may incur as a result of any breach by the Customer or any of its Authorised Users of any of these Additional Service Conditions.

## 9. License, records and Intellectual Property Rights

9.1. Handelsbanken, for such period as our Corporate Internet Services are provided to the Customer, grants to the Customer a personal, non-transferable and non-exclusive licence to use the Corporate Internet Services Content and the System via the Internet Portal and, when applicable, the Corporate App for the Permitted Purposes only in accordance with these Additional Service Conditions. Such licence will be suspended or automatically terminated respectively in the event of any suspension or termination of the Customer's access to or use of our Corporate Internet Services.

9.2. The Customer agrees that the records that Handelsbanken from time to time maintains of each User Instruction received, of payments effected and of other information supplied by or to Handelsbanken in connection with our Corporate Internet Services in each case are, to the extent of such records and in the absence of manifest error, conclusive proof and evidence of such User Instruction, payment or other information (as applicable) and their respective constituents and the times at which they were received, effected or supplied.

9.3. The Intellectual Property Rights and other rights in our Corporate Internet Services, the Corporate Internet Services Content, the Security Measures, the System the Internet Portal and the Corporate App and all other materials relating thereto shall at all times remain vested in Handelsbanken or its licensors.

## 10. Exclusion of Liability

10.1. The exclusions and limitations on our liability set out in the Terms and Conditions also apply to exclude and limit our liability for our Corporate Internet Services. In addition, Handelsbanken shall not be liable for any Losses, delay or failure caused directly or indirectly by:

10.1.1. any downtime, unavailability, failure, malfunction, distortion, unauthorised use or

interruption of any third party hardware (including any Mobile Device), equipment, software, tape or disk or of any telephone line or other communication system, service, link or equipment or interruption to power supplies;

10.1.2. any temporary or permanent interruption, suspension, disruption of our Corporate Internet Services, via the Internet Portal and/or the Corporate App, including where caused by maintenance or upgrade activity or where we are obliged to suspend or withdraw our Corporate Internet Services, Internet Portal and/or the Corporate App by virtue of applicable law or regulation or at the direction of any court, law enforcement agency or governmental or regulatory authority;

10.1.3. you or any of your Authorised Users being located in an area in which mobile data or internet coverage, bandwidth or speed is insufficient to support effective use of our Corporate Internet Services; or

10.1.4. any reliance and/or use by you, any of your Authorised Users or any third party on any information provided through our Corporate Internet Services (including any Corporate Internet Services Content) which we identify as being provided by a third party (to the extent our liability can be excluded under applicable laws and regulations).

10.2. Nothing in these Additional Service Conditions will limit our liability for death or personal injury resulting from our negligence, or for fraud or false statements made by us fraudulently or negligently, or for any other matter to the extent that our liability cannot be limited or excluded by law.

10.3. The indemnities you provide to us in the Terms and Conditions shall cover all Losses incurred by us which arise as a result of any act or omission on your part or on your behalf (including by any Authorised User) in connection with our Corporate Internet Services in addition to the other indemnities you provide to us in these Additional Service Conditions.

## 11. Confidentiality

11.1. The Customer and each of its Authorised Users must keep confidential all information about our Corporate Internet Services and all information concerning access to or use of the Internet Portal, the Corporate App (when applicable) and the Corporate Internet Services Content (including the Security Measures) and shall not allow any person (including, in respect of each Authorised User, any other Authorised User) to access any of the same without our prior written consent.

## 12. Enhancements

We may at our sole discretion continually change and release new capability and functionalities within our Corporate Internet Services, therefore your and/or your Authorised Users' experience when using our Corporate Internet Services may

change from time to time. We may not formally communicate these changes or enhancements to you, as these will be deployed automatically into our Corporate Internet Services. However, we will notify your Authorised Users through messages on the Internet Portal and/or Corporate App (as applicable) about any changes or enhancements we make to our Corporate Internet Services which may affect your experience. These Additional Service Conditions shall equally apply to any such revised, additional or modified version of our Corporate Internet Services.

### 13. Cookies

13.1. By using our Corporate Internet Services (via the Internet Portal and/or Corporate App) you and each of your Authorised Users consent to the use of cookies (which are necessary to enable the effective provision of our Corporate Internet Services) in accordance with our cookies policy. Our cookies policy can be accessed via our website at [www.handelsbanken.co.uk/cookies](http://www.handelsbanken.co.uk/cookies).

### 14. Information about you and your Authorised Users

14.1. Please read our Privacy Notice which was provided to you with your application documents (if you applied for our Corporate Internet Services from 25 May 2018) and is available online at [www.handelsbanken.co.uk/privacy](http://www.handelsbanken.co.uk/privacy) which explains the personal information we collect from you and how we use it, together with a summary of your rights under relevant data protection laws. Please contact us using the options set out in our Privacy Notice if you have any questions at all.

### 15. Modifications to these Additional Service Conditions

15.1. We may change the whole or any part of these Additional Service Conditions at any time in accordance with the Terms and Conditions.

15.2. Unless there are exceptional circumstances, we will notify you about any changes to these Additional Service Conditions by giving you not less than 2 months' prior written notice via the Internet Portal or, when applicable, via the Corporate App, or via any other manner permitted under your Agreement. In certain exceptional circumstances, as detailed in the Terms and Conditions, we may make changes before telling you. You may exercise your right to terminate the provision of our Corporate Internet Services in accordance with condition 17.4 of these Additional Service Conditions if you are unhappy with any changes we make. If you do not give notice of termination to us in accordance with condition 17.4 you will continue to be liable to us for any charges applicable to our Corporate Internet Services (in addition to any charges applicable to your Agreement) and will be deemed to have accepted any changes we have made to these Additional Service Conditions.

We may also make enhancements to our Corporate Internet Services without formally communicating these to you in accordance with condition 12 of these Additional Service Conditions. There may be circumstances, such as a change in law or regulation, where it may not always be possible to give you at least two months' notice of the change. Where this is the case, we will give you as much notice as we reasonably can.

### 16. No warranties

16.1. To the maximum extent permitted by law, all warranties, conditions, descriptions, representations or advice given as to the fitness or suitability for any purpose or otherwise of our Corporate Internet Services, the Internet Portal and the Corporate App are expressly excluded.

16.2. Handelsbanken shall make reasonable efforts to ensure that our Corporate Internet Services remain operational at all times but we reserve our right to withdraw or disable the Internet Portal, the Corporate App or our Corporate Internet Services at any time with or without notice (although where practicable we shall give you reasonable advance notice) and, accordingly, we give no warranty or assurance as to the continuing availability, compatibility or functionality of the Internet Portal, the Corporate App, our Corporate Internet Services or any element of them.

16.3. Handelsbanken does not warrant that any User Instruction sent using the Internet Portal or the Corporate App will be received or successfully transmitted.

16.4. Handelsbanken does not warrant that the provision of access to or use of our Corporate Internet Services, via the Internet Portal or, the Corporate App, complies with any law or regulation of any jurisdiction outside of the United Kingdom in which the Customer or any of its Authorised Users operates.

16.5. Handelsbanken does not warrant that any information provided through our Corporate Internet Services (including the Corporate Internet Services Content) that is sourced by a third party outside of our reasonable control is true, accurate, complete or up to date at the time it is accessed.

16.6. Access to and use of our Corporate Internet Services is at the Customer's and each of its Authorised User's own risk and Handelsbanken gives no warranty that the use of any material downloaded from any of the same will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet, including in relation to loss of data and Malicious Code.

### 17. Termination

17.1. All the termination and other rights in this condition 17 are separate and independent of each other and Handelsbanken may therefore choose to exercise any one or more of them as appropriate.

17.2. The Customer acknowledges and agrees that Handelsbanken may, in its sole discretion immediately stop the

Customer's and/or any of its Authorised Users' access to and/or use of the whole or any part of our Corporate Internet Services via the Internet Portal and/or the Corporate App:

17.2.1. if, in Handelsbanken's view, there has been a breach of security generally in respect of our Corporate Internet Services, the Customer's and/or any of its Authorised Users' computer system or Mobile Device, or a breach of any Security Measure by the Customer or any of its Authorised Users;

17.2.2. if Handelsbanken reasonably suspects the unauthorised or fraudulent use of our Corporate Internet Services via the Internet Portal and/or the Corporate App; and/or

17.2.3. where our Corporate Internet Services via the Internet Portal and/or the Corporate App are being used in conjunction with a credit line and Handelsbanken considers there to be a significantly increased risk that the Customer may be unable to repay what is owed to us or any of our group companies or the Customer has failed to pay when due any sum owed to us or any of our group companies.

17.3. In other cases where Handelsbanken intends to stop use of our Corporate Internet Services via the Internet Portal and/or the Corporate App it will give the Customer (acting by its duly authorised Administrator or designated Customer contact) not less than 2 months' written notice on the Internet Portal or, when applicable, the Corporate App or in any other manner permitted under your Agreement before doing so.

17.4. The Customer may suspend, cancel or terminate its and/or any of its Authorised Users' access to and use of our Corporate Internet Services, via the Internet Portal and/or the Corporate App by giving written notice to Handelsbanken in accordance with the provisions of your Agreement.

17.5. Handelsbanken may in its sole discretion continue, so far as it is able to do so, to process and complete any User Instruction which was accepted by it from the Customer or any of its Authorised Users prior to the suspension, cancellation or termination of the Customer's or any of its Authorised User's access and use of our Corporate Internet Services, the Internet Portal and, when applicable, the Corporate App but which was not completed on or by the date of any such suspension, cancellation or termination.

17.6. Any such suspension, cancellation or termination of the whole or any part of our Corporate Internet Services will not affect the rights and remedies of the Customer or

Handelsbanken accrued prior to the date of such suspension, cancellation or termination and these Additional Service Conditions will continue to apply after such suspension, cancellation or termination to the extent expressly or implicitly required or intended by these Additional Service Conditions.

17.7. Where our Corporate Internet Services or your Agreement is cancelled or terminated, you must, at our option, return or destroy any copies of any Corporate Internet Services Content you or any of your Authorised Users have made and delete all instances of the Corporate App (when applicable).

17.8. If either we or you terminate these Additional Services, the remainder of your Agreement will remain in force. If we terminate part of these Additional Services, these Additional Service Conditions will continue to apply to the parts remaining.

17.9. If this Additional Service is cancelled or terminated, you will continue to be liable to us for all obligations that arose before the Additional Service was cancelled or terminated (as applicable).

## 18. Miscellaneous

18.1. If any of the provisions in these Additional Service Conditions is invalid, illegal or unenforceable, this will not affect the validity of the remaining provisions which shall continue in full force and effect.

18.2. The Customer shall not assign the benefit or any rights arising hereunder to any other party without the prior written consent of Handelsbanken.

18.3. No person other than Handelsbanken and the Customer may enforce these Additional Service Conditions and accordingly no other persons shall be permitted to enforce these Additional Service Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, save that nothing shall prevent Handelsbanken from enforcing these Additional Service Conditions against any Authorised User.

## 19. Law

19.1. The Customer agrees that our Corporate Internet Services are deemed to be provided in the United Kingdom, irrespective of where it or any of its Authorised Users access or use our Corporate Internet Services via the Internet Portal and/or the Corporate App.

19.2. The governing law and jurisdiction provisions in condition 13.17 of the Terms and Conditions shall apply to any dispute arising under or in connection with our Corporate Internet Services or these Additional Service Conditions.

[handelsbanken.co.uk](https://handelsbanken.co.uk)

**Handelsbanken**

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