

Personal Online Easy Access Account Conditions (May 2020)

Definitions

“**Account**” means your Personal Online Easy Access Account with us.

“**Account Holder**” means the individual(s) in whose name(s) the Account is held.

“**Authenticator App**” means Our downloadable mobile device application for authentication purposes.

“**Authentication Image**” means a unique visual image consisting of a matrix of coloured dots which when detected by Your App or Digipass® will generate a unique passcode.

“**Authorities**” means any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents.

“**Bank Base Rate**” means the base lending rate published from time to time by the Bank of England.

“**Bank of Cyprus Group**” means Bank of Cyprus Public Company Limited and its group entities.

“**Clearing Agent**” means HSBC Bank Plc.

“**Compliance Obligations**” means our obligations to comply with:

- Laws or international guidance and internal policies or procedures;
- any demand from Authorities or reporting, disclosure or other obligations under Laws; and
- Laws requiring us to verify the identity of our customers.

“**Conditions**” means these terms and conditions.

“**Customer Information**” or “**Data**” means any confidential information including your name, contact details and/or Tax Information.

“**Cynergy Bank Group**” means Cynergy Bank Limited and its group entities.

“**Data Protection Legislation**” means any applicable data protection and privacy legislation in force anywhere in the world. Data Protection Legislation includes the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/ 679)(GDPR); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications) and the Telecommunications (Data Protection and Privacy) Regulations 1999, any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the GRPR, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; and all applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

“**Digipass®**” means a small device which scans an Authentication Image and that we will supply to you for use with the Online Banking Service, Open Banking and when making online transactions (note the wording about trademarks at the end of these Conditions).

“**Faster Payments**” is a UK banking initiative to reduce payment times between different banks’ customer accounts to typically a few hours.

“**Fee Information Document**” means Fee Information Document for Savings Accounts, which is available on our website www.cynergybank.co.uk in the Document Library section or can be obtained on request.

“**Financial Crime**” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or break the laws relating to these matters.

“**Financial Crime Risk Management Activity**” means any action to meet legal obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

- screening, intercepting and investigating any communication, application you make or any payment, sent to or by you or on your behalf;
- investigating the source of or intended recipient of money;
- combining information relating to you with other information in our possession or the possession of our Clearing Agent; and/or
- making further enquiries as to the status of a relevant person or entity, to establish whether they are subject to a sanctions regime or to confirm their identity or status.

"Laws" means any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, or agreement or treaty between Authorities and applicable to us.

"Nominated Account" a linked account where we will pay all external withdrawals from your Account. It must be a UK personal bank or building society account in your name which accepts Faster Payments and CHAPS.

"Online Banking" or **"Online Banking Service"** means our computer controlled electronic banking and financial services system and any electronic banking or financial service operated through Online Banking and made available by us to you either through our Website or, if you have a smartphone or tablet, when you are connected to the internet.

"One Time Passcode" means the alphanumeric unique number we will send to the mobile telephone number we hold for you which you will need to input in Online Banking to complete certain transactions.

"Passcode", "Password", "User ID" or "Username" means any confidential password, code or number, whether automatically produced randomly by us for you and posted directly to you, or sent to you via email, or generated from an Authentication Image, or adopted by you and accepted by us, which may be used to access Online Banking or to execute an instruction from you to us

"Personal Customer" means an individual or individuals who hold an account with us.

"Personal Data" means any information which, either alone or in combination with other information that we hold, enables us to identify you.

"Personal Savings Allowance" is the savings interest which most individuals can earn without paying tax. For more information please visit www.gov.uk and type 'personal savings allowance' in the search box.

"Secure Message" means an electronic message sent through our Online Banking Service.

"Tax Authorities" means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs).

"Tax Information" means information or documentation about your tax status.

"We/our/us" means Cynergy Bank Limited incorporated in England and Wales as company number 04728421.

"Website" means www.cynergybank.co.uk or any other website we set up.

"Working Day" means any day of the week except Saturday, Sunday or any English public holiday.

"You/Your" means the Account Holder(s).

About Us

Cynergy Bank Limited is registered in England and Wales as company number 04728421.

Our main business is the provision of financial services and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register reference number 575105). We comply with the FCA's requirements to pay due regard to customers' interests and to treat customers fairly. Details of our registration can be found at www.fca.org.uk/register or by contacting the FCA on 0800 1116768.

Our address for the purposes of these Conditions is PO Box 17484, 87 Chase Side, London N14 5WH.

Deposit protection

Cynergy Bank Limited is a member of the Financial Services Compensation Scheme (FSCS) in the UK. Current eligible deposits are protected up to £85,000 per customer.

This means that if Cynergy Bank Limited was unable to meet its obligations, our eligible depositors would be able to claim up to the compensation limit from the FSCS. The maximum compensation limit applies per depositor not per account, so for joint Accounts each Account Holder would be entitled to compensation up to the maximum limit of £85,000 each (making a total of £170,000).

For further information about the FSCS (including eligibility and amounts covered) please see our FAQ at www.cynergybank.co.uk or visit the website of the FSCS at www.fscs.org.uk or call 0800 678 1100 or 0207 741 4100.

General Account Information

This is a personal, online easy access non-payment account. It cannot be used for business purposes. Withdrawals can only be made to the linked Nominated Account; as an initial deposit for a new Cynergy Bank account you are named as beneficiary on; or as a deposit to a Cynergy Bank account that you are named as beneficiary on that permits additional deposits.

All deposits into the Account must be in sterling. The minimum initial deposit is £1 and there is a maximum deposit limit of £1 million. Subject to the maximum limit you may make deposits into this account at any time. We reserve the right to refuse a deposit.

We or our Clearing Agent may carry out a Financial Crime Risk Management Activity. This may result in a delay in processing your instructions to make a deposit, withdrawal or transfer, or it may mean the instructions not being carried out at all.

Neither we nor our Clearing Agent shall be responsible to you or any third party for any loss incurred as a result of such delay or refusal to carry out your instructions. To the extent we are allowed by Law we will, if you ask, explain to you what delays are occurring and why.

Account opening

The Account is only open to Personal Customers. It cannot be opened by a trustee, charity, club, association, company, limited liability partnership or a partnership.

To open and hold the Account, you must be eighteen (18) or over and a UK resident. To open an Account you must be able to provide a valid email address and mobile telephone number which we will use to communicate with you.

Before we open an Account we are required to confirm your identity and permanent address. We will seek proof of identify and address of Account Holders through electronic verification. If this is not possible, we may require you to provide us with physical proof of your identity and permanent address.

The minimum initial deposit is £1. If we do not receive your initial deposit within fourteen (14) days of Account opening we will assume you no longer require the Account and will close it. The Account may be withdrawn from sale to new investors at any time at our sole discretion.

You can open additional Online Easy Access Accounts with Us for different issues through the "Fast Track Apply" option available on the Online Banking Service. Please note, you are only able to open a maximum of 15 Online Easy Access Accounts per customer.

We reserve the right, without giving any reason, to refuse to open an Account or to accept any deposit.

The Account may be held either in a sole name or in joint names with a maximum of two named Account Holders.

Joint Account

You agree to be bound jointly and severally (that is, both individually and together) by these Conditions and acknowledge that you will be jointly and severally liable for any obligations, duties or liability under, or in connection with the contract. We may demand repayment or take action to recover fees, charges, debts or repayments owed to us in respect of the joint Account against any one or both of you.

We will act on instructions given by any one of you. That means one of you could withdraw the entire balance and close the Account. We have the right not to accept instructions from one Account Holder if we suspect that the withdrawal is against the interest of the other Account Holder.

Joint Account Holders are individually and jointly liable for keeping to these Conditions. We will require the agreement of both of you to carry out any instructions to add or remove someone as a joint Account Holder.

If an individual joint Account Holder wishes to authorise someone else to operate the Account on his/her behalf (e.g. a third party mandate or power of attorney) he or she may do so in accordance with Condition 7 and the agreement of the other joint Account Holder shall not be required.

We may disclose to any of you any information we hold about the Account, even if that information relates to a time when the Account Holders were different. You agree that if one of you dies, the survivor will become the owner of the Account.

All confirmations and other Account communications will be sent to the email address of the first-named applicant as stated on the Account opening application form unless a third party has been appointed to act for an Account Holder, in which case, any notices or correspondence will be sent to the third party. By exception (if we are unable to contact you at the email address we hold) we may send Account correspondence by post to the postal address of the first-named applicant as stated on the Account opening application.

Third party authority

We may accept and allow a third party to open and operate your Account where you have authorised this third party to act on your behalf and provided that the third party has full power and authority to act on your behalf without needing the consent or involvement of any other person.

For us to accept such authority from you, you must either (a) sign a 'third party mandate'; or (b) you must sign the 'Declaration in relation to an Online Easy Access Account - where a power of attorney is in place' and your attorney (third party) must sign the 'Declaration and consent of Attorney (where the Account is being opened by the Attorney) section of the Account opening application; and a duly executed power of attorney must be provided.

We will request identification documents in order to verify the identity of such third party in accordance with our normal client acceptance procedures.

In certain circumstances, the Law may require us to allow someone else to operate your Account (for example, if you become incapable, bankrupt or sequestered, or in the event of your death) and any third party mandates or powers of attorney you have given to us may become ineffective.

For security reasons, we may not allow a person who is operating your Account for you to have access to some services.

We are not responsible for any act (or failure to act) by someone else allowed to operate your Account so long as we did not know or suspect they were acting dishonestly towards you.

Online Banking Services

We will make available and provide Online Banking Services to you. We will provide you with a User ID and a temporary password for your first login and Digipass® as required. You accept that you may not be able to access Online Banking until you receive your new User ID, download the Authenticator App or receive your Digipass® as required.

When you first login to your Online Banking Services you will be required to register your Authenticator App or Digipass® to your Account. You will need to use your Authenticator App or Digipass® each time you login to your Account and each time you make any changes to, or payments from your Account.

You accept that you may not be able to access Online Banking until you receive your new User ID and Passcode and Digipass® if required.

All Account transactions must be completed using our Online Banking Service unless they cannot be completed in this way or we require them to be completed using a different method. Please refer to the FAQ section on our Website for details on how to complete transactions.

Rights and obligations for online use

We have the right at any time to temporarily suspend Online Banking and/or an Online Banking Service for the purposes of maintenance, repair, upgrade or any other purpose that we deem appropriate.

You will be responsible for providing, maintaining and upgrading suitable computing and communications equipment and systems on which to access Online Banking Services and will ensure that the equipment and systems used are of a type specified as suitable by us in the minimum system requirements on our Website.

We will not be responsible for the compatibility or reliability of equipment, systems or software supplied to you by third parties and used in conjunction with our Online Banking Services.

You agree:

- to ensure your computer and mobile comply with our reasonable standards and requirements which will be advised to you from time to time;
- to keep details of the Online Banking Services and all related information, designs and techniques confidential and not to disclose the same to any third party unless legally obliged to do so;
- to notify us immediately if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions;
- that the copyright and all other rights in our help screens and software will remain vested in us, or any licensor to us of such software, and that you will not alter, copy or allow any third party access to the software without our consent;
- to notify us as soon as possible if your mobile phone number you provided is stolen, lost or no longer under your control.

Contacting you

For correspondence related to your Account you agree that we may contact you via Secure Message, email, text

message, telephone, post and by using any other contact details given in your Account opening application or by a combination of these channels. You agree to provide us with accurate contact details and that you will tell us of any changes to these contact details so that we hold up to date contact information for you.

All statements relating to your Account will be available through Online Banking.

You agree that we may leave on an answer-phone, fax machine or with the person answering the telephone a message for you to contact us.

You may contact us by Secure Message, by telephone, or in writing using the address or other contact details we have given you or which appear on our Website. Please note that we are unable to take transaction requests through these channels.

You agree that telephone calls between you and us may be recorded so that we have a record of your instructions. Occasionally we will also monitor telephone calls for staff training purposes and to enable us to maintain our service quality.

Security

You must ensure that all reasonable measures to safeguard your Account from access or use by unauthorised person(s) and any other fraudulent activity are maintained at all times and that the security provisions of the rest of this Condition are adhered to.

You agree to follow all reasonable security procedures and keep User IDs, Passwords, One-Time Passcode, Digipass® number and your personal identifiers secret, never to disclose them to anyone and to take all reasonable care to prevent their unauthorised or fraudulent use. You must never write down or otherwise record your User IDs, Passwords, One-Time Passcode, Digipass® number and other security details and/or personal identifiers in a way that can be recognised by someone else and you must never keep that record with your Digipass® or any devices we give you.

We recommend that you take the following steps to keep your Passwords and security details safe:

- do all you reasonably can to make sure no one finds out your security details.
- where you can select your Passcodes and/or personal identifiers don't choose obvious passwords or codes (such as your date of birth).
- if you keep a written record of any Password or personal identifier you must make a reasonable attempt to disguise it.
- carry out your own regular virus checks.
- only use Online Banking on a secure Wi-Fi network and do not use public Wi-Fi to access your Account using Online Banking.
- do not use the same pin for all your bank accounts.

If you think that someone else knows your User ID, Password, One-Time Passcode, or has access to your Digipass® and/or personal identifiers without your authority, or you become aware of any unauthorised use of your Account you must telephone us without undue delay on 0808 169 1565* (+44 (0)20 33756422* if calling from abroad). We will then deactivate your Digipass® and Passcode and send you a replacement within three (3) Working Days.

Once you contact us we will provide you with confirmation of the date we received your report of the lost, stolen or misused passcode or Digipass®.

If you become aware that someone else has access to your Online Banking, you may also notify us of the unauthorised use of your Online Banking, at any time, by sending us a Secure Message headed "Potential Fraud" via Online Banking, (a relevant template is available in Online Banking for this purpose). We will then suspend your Online Banking access. If the Account is a joint Account, we will only suspend the Online Banking access of the Account holder who notified us of the fraud and, to reduce the possibility of further fraud on the Account, we strongly recommend that the Account holder who notified us of the fraud asks the other Account holders (or any third party authorised to access Online Banking on the Account) to request that their Online Banking access is restricted too. We will restore access to Online Banking as soon as reasonably practicable, and in any event, as soon as the reason for denying access no longer exists.

Once you have telephoned and told us that you suspect someone else knows your Password, One Time Passcode, Digipass® number and/or personal identifiers (or notify us of the unauthorised use of your Online Banking in accordance with the previous Condition), you will not be liable for any debits made to your Account by other persons not authorised by you in relation to transactions made after notifying us. We will credit your Account with the amount of such debits and any interest or charges made in relation to them. However, you will still be liable for debits and related interest and charges if we can show that you acted fraudulently or you have (with intent or gross

negligence) failed to notify us without undue delay in accordance with the provisions of these Conditions. For the avoidance of doubt, you will not be liable for losses as a result of an unauthorised payment that arises after you have notified us of the loss, theft, misappropriation or unauthorised use of your Account or Password, Passcode, Digipass® and/or personal identifiers.

You must not let anyone have access to your Digipass® (if provided) or the One Time Passcode and not leave the computer being used to access your Account unattended while you are logged on to Online Banking. Your Digipass® must be kept secure and not left unattended with your computer (e.g. do not store your Digipass® and laptop in the same bag).

You must ensure that you comply with the minimum system requirements and security advice as stated on our Online Banking site. This includes having adequate security software installed on any computer you use to access your Account. Such software should include up to date anti-virus and anti-spyware protection, as well as firewalls. You should also follow all security measures recommended by the manufacturer of the device you use to access your Account.

You must always access your Account by typing in our website address on your web browser, never go to an internet banking site from a link in an email or from the result of an enquiry made through a search engine.

You must not access or record any Password or other security details on any software that records it automatically unless retaining your Password or security details is a specific function of the Online Banking Service we provide to you.

We will never request your Passcode, and other security details via telephone, text message, in writing or by email. Please treat emails claiming to be from us with caution.

We strongly recommend you download the Trusteer Rapport security software, which is supplied free of charge by IBM. This provides additional protection for you by keeping your details secure and it works alongside your existing anti-virus and firewall software to give you more protection, even if your computer has a virus. It can make the difference against identity theft and fraud.

We take Account security very seriously and we will take all reasonable care to ensure the security of, and prevent unauthorised access to, our Online Banking Services. If we spot a suspicious transaction we will send you a text alert to let you know, so please make sure we always have your up to date contact details.

Payments

All payments into the Account must be in sterling. Payments to your Account will be processed using the sort code and the account number of your Account and the account from which the payment will be made. Payments out of your Account will be processed using the sort code and the account number of your Account and the Nominated Account (where the withdrawal is to be made to the Nominated Account) or the new Cynergy Bank account you are named as beneficiary on (where the withdrawal is to be made to that account as an initial deposit), or to a Cynergy Bank account that you are named as beneficiary on that permits deposits (where the withdrawal is to be made to that account as an additional deposit), as applicable.

We will not be liable for any loss suffered by you or anyone else as a result of you providing us or the payer with incorrect sort code or account number. However, we will make reasonable efforts to recover the funds involved in the transaction and may charge you for this recovery effort, as set out in the Fee Information Document for Savings Accounts.

Nominated Account

We require you to register a Nominated Account for the purpose of making any external withdrawals (aside from a transfer out) from your Account.

Only one Nominated Account can be registered for each Account. The Nominated Account must be held with a bank or building society that accepts Faster Payments and CHAPS within the UK and you must be a named beneficiary.

For security reasons, on application we will electronically validate that the Account Holder is a named beneficiary of the Nominated Account. If the Nominated Account does not pass electronic validation we will manually attend to this process and will confirm to you (usually within five Working Days) once this process is completed. Please note that you will not be able to make payments from your Online Easy Access Account to the Nominated Account during this period and that we reserve the right to require a longer period where necessary and request certain additional information if required.

An existing Account Holder can request to amend their Nominated Account via Online Banking. Any such request will be subject to the same security process as set out in the paragraph above.

Payment into your Account

The minimum initial payment into the Account is £1.

The maximum account balance is £1,000,000.

We only accept electronic payments into the Account. These must be sent from a UK bank or building society account.

These can be sent using Faster Payments, CHAPS, BACS and standing orders. You will not normally have to instruct us before you can receive a payment into your account.

No cash deposits are allowed and cheques deposit will only be accepted under exceptional circumstances, i.e. proof of ownership when changing the Nominated Account.

Payments out of your Account

Provided you have sufficient cleared funds in your Account you can make withdrawals from your Account.

Payment out of your Account can be made to the linked Nominated Account or as an initial deposit for a new saving or current account with us you are a named beneficiary on, or as a deposit to a savings or current account with us you are a named beneficiary on that permits additional deposits. At least one of Account holders must be a named beneficiary on the account with us.

All payments out of your Account must be made using Online Banking by electronic transfer. As part of the security system for payments out of your Account, you will be required to use your Authenticator App or Digipass® that has been registered with us to generate a unique passcode. You must enter the passcode generated in the Online Banking System to enable us to authorise the payment request.

Payment will be sent by Internal Transfer, Faster Payments or CHAPS. Payment for above £50,000, or any higher amount we notify you of, will be made by CHAPS.

Withdrawals cannot be made by standing order, by phone or at a branch and the Account must never be overdrawn.

Cards enabling you to make cash withdrawals from an Automated Teller Machine (ATM) are not available on this Account.

Cut-off times for payment instructions

We will process Faster Payment, CHAPS and internal transfer instructions on the day that we receive them provided we receive those instructions before the relevant cut off time.

If we receive your CHAPS instruction on a non-Working Day or after the relevant cut-off time we will process it on the next Working Day.

Faster payments can take up to two hours for the payment to clear and the balance to appear in your account. Any balances in the account before the end of day (around 7pm) will accrue interest.

The cut-off times are:

Faster Payments no cut off time;

Intra-account transfers - no cut off time

CHAPS 3.30 pm

Our liability and refunds

Subject to the provisions below, we will, within a reasonable period, refund the full amount of a payment made if:

You gave us an instruction (e.g. to make or receive a payment to your Account) and we did not carry it out correctly or failed to carry it out; or

You tell us about a payment made from your Account which was not authorised or which was incorrectly executed.

If you claim that a transaction has not been correctly executed, we will be liable for any loss suffered and will refund you the amount of the payment, and any charges, without undue delay, and restore your Account to the state in which it would have been had the payment not been incorrectly executed.

We will not be liable if we can show that the payment was authenticated, accurately recorded, entered into our accounts and not affected by a technical breakdown or other deficiency, or if we can show that the amount of the payment was received by the intended recipient.

We will also not be liable to you for any loss you may suffer if we refuse to act on your instructions for any reason we set out in Condition 14 below headed "Instructions to us". In addition, we will not be liable to you if we do not carry out a payment instruction due to the following:

- we learn that a bankruptcy petition has been issued against you;
- we learn that you have been declared bankrupt;

- we cannot provide, or are delayed in providing, you with any banking or other services as a direct or indirect result of anything abnormal or unforeseeable circumstances beyond our control, or because we have to comply with UK or European Community Law. This includes, but is not limited to industrial action, failure or

fluctuation of power or telecommunications supplies, breakdown in third party computer hardware or other equipment or error in any software, any error or discrepancy in your instructions and/or any failure or delay in the supply of services to us by any third party.

We will not be liable for any loss of profit or any loss of opportunity if we fail to act on your instructions for any reason whatsoever.

Where there has been an unauthorised payment, in addition to the refund we will pay you any charges or interest you paid on that amount or restore your Account to the state it would have been in had the incorrect transaction not been done, including paying you any interest on that amount we would have paid you if the sum had not been debited from your Account, if applicable. However, we are not required to refund charges or interest if the circumstances giving rise to these are abnormal or unforeseeable circumstances beyond our control.

You will not be liable for any losses from unauthorised transactions where you have notified us that your One Time Passcode has been stolen or your Digipass® has been lost, stolen or misappropriated, or of the unauthorised use of your Online Banking (in accordance with Condition 11.4 above), or if we have not provided a means for you to notify us. If you have not notified us, you will be liable for any unauthorised transaction up to a maximum of £35 (or any lower amount required by Law) , where your Digipass® has been damaged, lost or stolen, or where you have failed to keep your security details (such as your Password or One Time Passcode) safe.

However, you will not receive any refund (and you will be liable for all losses, including ours) if you have acted fraudulently or you have in a grossly negligent manner failed to comply with your obligations in relation to the security of your One Time Passcode, Passcodes, Username or other security code or detail that has led to an unauthorised transaction being carried out.

If we have evidence to suggest you have acted fraudulently or with gross negligence failed to comply with your obligations in respect of the security of the Account, we may decide to investigate the transaction and the circumstances in order to decide whether we should make a refund of the transaction. We will either refund the transaction, or inform you of our intention to investigate by the end of the next Working Day after you have contacted us to report the transaction as unauthorised or incorrectly executed. We aim to complete our investigations as swiftly as possible, and if a refund is due, we will immediately refund you the amount. We may also decide to investigate the circumstances after we have given you a refund. If we later determine that you have acted fraudulently or with gross negligence, we will give you reasonable notice of our intention to reverse the refund. You can make a request for a refund within six (6) months of the date the payment was made.

Instructions to us

Banking transactions will be conducted in accordance with clause 8.3. You also authorise us to act on instructions given:

- electronically by providing the Password you have chosen and any other security details requested using the Online Banking arrangements we have notified to you including via Secure Message;
- when offered by exception and where we hold a copy of the signature on a document bearing your original signature or the original signature of an attorney validly appointed by you under a Power of Attorney and notified to us; or
- 14.1.3 when offered by exception, by telephone, provided that you satisfy the security requirements we set from time to time.

You will be responsible for the accuracy of your instructions. If the correct User ID, Passcode or Digipass® number (if relevant) have been entered, then we will accept this as your authority to act upon these instructions.

If you send us a Secure Message then we will try to respond to you within two (2) Working Days unless your Secure Message is in relation to the following points in which case we will try and respond to your queries within a reasonable time if we believe we can assist you but may not respond if we believe the query is frivolous, offensive or otherwise inappropriate: given:

- in relation to matters for which there is a specific functionality through the Online Banking Service; or
- which are requests of a transaction nature.

If you do send a frivolous, offensive or otherwise inappropriate Secure Message we may, at our absolute discretion, remove the Secure Message facility from your Account.

We may refuse to carry out an instruction if:

- in relation to matters for which there is a specific functionality through the Online Banking Service; or
- we doubt the authenticity of the instruction or do not consider it to be sufficiently clear;
- we believe that acting on the instruction might put us in breach of any Law, regulation, code or contractual obligation binding on us;
- you do not have sufficient cleared funds;
- we have reasonable grounds for believing that you're Account has been or is likely to be misused, whether fraudulently or otherwise; or

- in our reasonable discretion any other valid reason applies.

We will maintain accurate records of all instructions you give us. The records we maintain of any instructions you give via Online Banking will be conclusive evidence of your instructions and of the time at which you gave them, except where there is an obvious mistake in our records.

Interest

Interest is variable, calculated daily on the cleared balance on your Account and is paid annually on the anniversary of the day we received the initial deposit. Interest earned is added to your Account balance.

Changes to interest rate

We may change the interest rate on your Account for any of the following reasons:

- in relation to matters for which there is a specific functionality through the Online Banking Service; or
- to respond proportionately to a change in the Bank Base Rate, funding costs or lending rates, or if we have good reason to expect changes;
- to reflect changes to interest rates offered by other providers in the market on accounts that are broadly comparable with your Account;
- if we need to reflect any regulatory requirements or guidance, a decision or recommendation of any court or ombudsman or any change in taxation or the Law that impinges on the interest rates that we pay to investors;
- to reflect the rates being paid on our other accounts so as to ensure that the interest rates we pay reflect the features of our accounts;
- for any other valid reason.

We will not change a fixed bonus rate of interest (if offered) on your Account, during the period of time we have agreed to keep it fixed.

We may increase the interest rate on the account at any time without notice.

Where we make a change to the interest rate that is not to your advantage, and you hold a balance of £100 or more, we will notify you at least 14 days in advance of the change taking effect. If following notification and prior to the change coming into effect you have not contacted us to tell us that you do not accept the change you will be deemed to have accepted it. If the change is not acceptable to you, you can follow the instructions provided in Condition 19.2 to close your Account without any prior notice or suffering a penalty. We are not required to notify you of a change in interest rate that is not to your advantage if you hold less than £100 in your Account at the time we would notify you.

If we do not give you notice before changing the interest rate, we will notify you of the change at the earliest opportunity. You are free to close your Account on this notice.

We will notify of any changes to our interest rate by email and we will also display these in Online Banking and/or on our Website.

Tax

Interest will be paid without the deduction of tax, under current legislation. You may need to pay tax on any interest earned on your Account above the amount of your Personal Savings Allowance. If you are a joint Account Holder, your Personal Savings Allowance can be used against your share of the interest. The tax treatment and the rate of interest payable depend on individual circumstances and may be subject to change in the future.

Gross interest is the contractual rate of interest (without deduction of tax) and will be paid to individuals who are normally resident in the UK. Your tax liability will depend on your personal circumstances and may change in future.

You are responsible for ensuring you are paying the correct amount of tax, if any is payable, on the interest received on your Account. If you think you need to pay tax in the UK or in any other jurisdiction where you are resident for tax purposes, on the interest received on your Account, then you will need to seek independent professional advice or contact HMRC or the tax office in the jurisdiction where you are resident for tax purposes for further information.

Charges

You agree to pay our reasonable charges for services related to your Account or for work we are required to do specifically in relation to your Account to comply with any order, requirement or ruling by any court, regulator or governmental body. For further information on charges, please refer to the Fee Information Document for Savings Accounts.

We can vary our Fee Information Document for Savings Accounts in accordance with Condition 21.

If we agree to provide any service (or if we are required to do any work) other than a standard service we will tell you in advance of any charge that you will have to pay us. Any charges you will incur will be taken directly from your Account.

Statements

You will be able to view your Account online including any transactions and your current balance. We will provide you with an online statement on a half-yearly basis generated every six months from the Account opening date. This will show all entries on your Account since the previous statement. You can access these through our Online Banking Service. They will be provided in printable format.

You can request a statement at any other time. There may be a reasonable charge for providing you with such statements, as set out in our Fee Information Document for Savings Accounts.

You agree to check your statements and transaction list regularly and carefully.

You agree to contact us as soon as possible if your statement or transaction list includes an item which appears to you to be wrong or not made in accordance with your instructions.

If you do not do this we will not be liable for any fraudulent or erroneous transactions on the Account which occurred after you ought to have notified us of your suspicions or concerns and in any event we will not accept liability for any transactions which you did not query within six (6) months.

We will correct any entries we make to your Account by mistake as soon as possible after you tell us about them or we notice them.

We may put messages on your statement to give you notice of variations to these Conditions, or promotional messages to advertise our products and services.

Closing your Account

Right to Cancel

We hope you're happy with the Account you've chosen. However, if you're not, you have 14 days from opening the Account to cancel it without charge. You can close your Account online using Online Banking or by putting your request to cancel in writing to Customer Service, Cynergy Bank, PO Box 17484, 87 Chase Side, London N14 5WH. Whenever you cancel, we'll repay any credit balance and pay interest on your Account for the time your money was with us. If you miss the fourteen (14) day cancellation deadline, you may still close your Account in line with the Account Conditions.

You may close your Account at any time without giving a reason or suffering a penalty. You must provide your instruction to close your Account online using our Online Banking Service. The closure instruction will be processed in accordance with Clauses 12.5.3 to 12.5.5 and 12.6 of these Conditions and the funds paid away to the Nominated Account or as an initial deposit to a Cynergy Bank account you are named as beneficiary on, depending on your instructions to us. If the Account is a joint Account we will accept instructions to close your Account in accordance with the mandate (i.e. your normal signing authorities).

If we wish to terminate our banking relationship with you or withdraw the Account, we will give you at least two (2) months' notice in writing unless there is a valid reason or special circumstances, such as we suspect you have committed or attempted fraud. If we do not notify you before closing your Account, we will inform you immediately after. If we withdraw the Account we will use our reasonable endeavours to ensure that an alternative account is available at the end of the notice period, unless we suspect you have committed or attempted fraud.

On closure of your Account, your contract with us will be terminated. However, your obligations under these Conditions will continue to apply, even after closure of your Account until you have repaid any money owed to us. This includes the amount of any payments you have made which we have to pay after the closure of your Account. Any benefits or service provided in relation to your Account and any obligations we have under these Conditions will, however, end immediately on closure.

If following Account opening you do not fund your Account within fourteen (14) days we will close your Account.

If following a withdrawal you reduce your Account balance below the minimum opening balance and you do not make an additional deposit within thirty (30) days to bring the balance back above the minimum opening balance we will close your Account.

Death of an Account Holder

Where one or both Account Holders die during the life of the Account, the personal representative(s) of the deceased Account Holder(s) must notify us in writing and provide us with the original or certified copy of the death certificate.

In the event of the death of a sole Account Holder, at the request of the deceased's personal representative(s) the Account will be closed and any funds in the Account (together with any interest accrued up to the date of closure) will be paid to the personal representative(s).

Where your Account is held in joint names, if a joint Account holder dies, all rights and obligations in relation to the Account will remain with the surviving Account Holder. If there is no surviving Account Holder we will

freeze your Account and the money in your Account will be held by us until we receive instructions from the personal representative(s) of the deceased's estate. We may require anyone purporting to act as personal representative to provide official documentation confirming their appointment.

Changes

We may change these Conditions for the following reasons:

- to meet legal, financial or regulatory requirements (This includes changes to any codes of practice that we subscribe to, or to reflect relevant court or Financial Ombudsman Service decisions or any guidelines given by relevant regulatory, trade or professional bodies. It also includes changes we make where we reasonably expect that there will be a change in legal, financial or regulatory requirements);
- to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- to make them clearer or more favourable to you; or
- to ensure that our business is run prudently and reflects general banking practice.

If we change these Conditions for any reason in clause 21.1 and the changes are to your advantage we will do so without advance notice. If we make such a change we will notify you within a reasonable time of the change taking effect.

We reserve the right to change these conditions for any reason not mentioned in clause 21.1.

If we change these Conditions and the changes are to your disadvantage, or we change these conditions for any reason not mentioned in clause 21.1, we will (unless we are prevented from doing so for legal or regulatory reasons) give you two months' notice before the change takes effect and if you are not happy with the change then you can end your contract with us or close or change your Account without charge or loss of interest at any time before the change comes into effect.

If you do not contact us to notify us that you do not accept these changes before their proposed date of entry into force, we will assume that you have accepted the changes.

We will notify you personally of any changes to these Conditions through your semi-annual statement or by a separate communication if necessary (or through any other method agreed with you) and may communicate such changes by sending a summary of the proposed changes to you. This summary will contain reference to our Website, where we will provide detailed information relating to the changes and/or revised Conditions.

If we have made a major change or a lot of minor changes in any one year, we will provide you with a copy of the new Conditions or a summary of the changes.

Complaints

Cynergy Bank takes pride in offering a high standard of customer service, and takes all customer complaints seriously. If you have a complaint about any of our services, please contact our Complaint Resolution Team. You can contact them in the following ways:

Online through our Feedback and Complaints Section of our website
www.cynergybank.co.uk/feedback;

Telephone 0345 850 5555* (or +44 (0)20 3375 6422* if you are calling from outside the UK); and

By writing to the Complaint Resolution Team, PO Box 17484, 87 Chase Side, London N14 5WH.

On receipt of your complaint, we will promptly send you written acknowledgement that we have received it.

We will investigate your complaint and give you a written response to your complaint within eight (8) weeks of the date of your complaint. This will either be a final response (accepting, rejecting or offering redress) or a written response informing you that we are not yet in a position to provide a final response, and informing you of when we might expect to be able to provide this.

If we are unable to resolve your complaint to your satisfaction, or you do not hear from us after eight (8) weeks since raising your complaint you may be eligible to refer your complaint to the Financial Ombudsman Service, provided your complaint falls within the Ombudsman's terms of reference. To contact the Financial Ombudsman Service, or obtain further details of the Financial Ombudsman Scheme, telephone 0800 023 4567 (free for people ringing from a fixed line phone), 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs), Online Standard template forms are available at <http://help.financial-ombudsman.org.uk/help> or write to the Financial Ombudsman Service, Exchange Tower, E14 9SR.

Further details about the Financial Ombudsman Service will be provided with our final decision letter. You can also visit their website at www.financial-ombudsman.org.uk.

If you opened your account online you may be able to use the Online Dispute Resolution Platform to refer your complaint to the Financial Ombudsman. The platform has been set up by the European Commission to enable customers to resolve complaints for products and services they purchased online. The platform can be found at ec.europa.eu/consumers/odr/.

Your Data

You agree that we may use any information provided by you, or obtained by us in connection with these Conditions and any Customer Information, for risk assessment, for behaviour and credit scoring and analysis generally and to meet our Compliance Obligations.

If you ask, we agree to tell you, in accordance with the Data Protection Legislation, what information we hold about you and provide a copy to you.

We will take care to ensure that information about you remains confidential and protected from access by third parties, except we may disclose your Data and Customer Information in accordance with the provisions of our Privacy Policy, which you received when opening this Account and as amended from time to time and displayed on our Website; and more particularly:

- to other companies in the Bank of Cyprus Group where we have a contractual requirement to do so following our separation from the Bank of Cyprus Group;
- to other companies in the Cynergy Bank Group;
- for fraud prevention purposes
- to licensed credit reference agencies;
- to subcontractors or persons acting as our agents and under a duty of confidentiality to us;
- to any person who may assume our rights under these Conditions;
- if we have a right or duty to disclose or are compelled to do so by Law; and
- to any Authorities.

To comply with anti-money laundering regulations, in considering your application, we will search your record at a licensed credit reference agency.

We are required to verify the identity of potential Account holders and authorised attorneys when opening an Account. Our checks will include verifying your name and address with a credit reference agency and may include obtaining documents from you confirming your name and home address.

You will not be allowed to operate your Account until all the money laundering checks have been completed.

We will tell you on request which credit reference agencies we use. You have a right to apply to them for a copy of your file. Please note, credit reference agencies charge a nominal fee for this service.

We exchange information with credit reference agencies which may be shared with other organisations in assessing applications from you or members of your household for other credit facilities, for preventing fraud or tracing debtors. We may also disclose to these credit reference agencies information on the conduct of the Account.

It is important that you give us accurate information. We may check your details with fraud prevention agencies, and if you give false or inaccurate information and we feel that there is a fraud or suspicion of a fraud, we will report this to Law enforcement and fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt or tracing your whereabouts;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees; and
- verifying your identity if you or your financial associate applies for other Accounts.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

You can contact us at: Financial Crime, Cynergy Bank, PO Box 17484, 87 Chase Side, London, N14 5WH if you want to receive details of the relevant fraud prevention agencies that we use.

If you feel that we hold inaccurate information on you please notify us immediately.

After your Account is closed we will keep your Data on record in accordance with our data retention policy.

Your responsibilities

You must ensure that your registered address, mobile telephone number and email address are up to date and that the arrangements for receiving mail at your registered address and email address are secure.

You must ensure you use your Account in accordance with these conditions. Where the Account is not used correctly, we have the right to close your Account in accordance with the Closing your Account section and will inform you in writing of such action.

Set-off

We can treat any deposits or other sums owed by us to you (in any currency) as collateral for any liabilities you may owe to us, either now or in the future. This may include general or special, contingent or un-matured liabilities.

We can at any time apply or set off such deposits or other sums against such liabilities by providing a reasonable notice. We can do this where you have Accounts in your sole name as well as joint Accounts you hold with another person.^{25.3} We may use credit balances on any account you have with us to reduce or repay any overdrawn balances or other sums you owe us and will tell you when we do so.

Copyright

The entire content of the Online Banking site is subject to copyright and the information held is for your personal use only. You may not download, transmit or modify the site without our prior permission. However, you may print out part or all of the site for your own personal use.

Miscellaneous

Any banking terms and conditions implied by Law will also apply to our relationship with you unless, where the Law so permits, varied or amended by these Conditions or by express agreement with you.

In these Conditions the masculine includes the feminine and the singular includes the plural and vice versa.

Headings in these Conditions are for convenience only and will not affect the interpretation of these Conditions.

Failure by us to enforce any condition does not amount to any waiver of our rights.

If any provision of these Conditions becomes invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

Any reference in these Conditions to any statute, regulation or other legislation shall include any legislation that amends, supersedes or replaces it.

These Conditions and any non-contractual obligations arising hereunder will be governed by the laws of England and Wales. You and we agree to submit to the non-exclusive jurisdiction of the English courts. You agree to us conducting debt recovery and other proceedings in any jurisdiction in which you may be resident from time to time.

These Conditions and any communications and notices with you about any of the services referred to will be in English.

You have a right at any time during the term of this contract to obtain copies of these Conditions and all documents that form a part of your contract with us.

Calls may be recorded for monitoring and training purposes.

Digipass® is a registered trademark of OneSpan Solutions Limited, who retain ownership of the mark and reserve all their intellectual property rights.

The Financial Conduct Authority is a financial services regulator. It requires us, Cynergy Bank Limited, to give you this important information to help you to decide whether our Cynergy Bank Online Easy Access Account is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference. The contents of this Summary Box are intended as a summary of the main features only and should be read alongside the relevant conditions.

Rates effective as at 5.30pm 19 November 2021

Summary Box – Key Product Information for our Online Easy Access Account		
Account name	Cynergy Bank Online Easy Access Account – Issue 43	
What is the interest rate?	AER / Gross variable	
	0.70%	Interest rate with fixed bonus of 0.40% AER for the first 12 months
	0.30%	Interest rate without bonus
	Interest is calculated daily on the cleared balance in your account and paid annually on the anniversary of the initial deposit Interest is added to the account balance After 12 months the interest rate reverts to the gross underlying variable rate Rates shown are for accounts opened on and after 5.30pm 19 November 2021.	
Can Cynergy Bank change the interest rate?	<p>The interest rate is a combination of:</p> <ul style="list-style-type: none"> • A fixed bonus rate for the first 12 months; and • A variable underlying rate which can change <p>Cynergy Bank can change the underlying interest rate. Details of the circumstances under which the interest rate might change are in the Changes to interest rate section of the Online Easy Access Account Conditions.</p> <p>If we change the interest rate to your advantage we may make the change immediately and will notify you within 30 days of it taking effect. Where we make a change to the interest rate that is not to your advantage, and you hold a balance of £100 or more, we will notify you 14 days before the change takes effect.</p>	
What would the estimated balance be after 12 months, based on a £1,000 deposit?	Estimated balance after the first 12 months (Interest rate including bonus)	Estimated balance after 24 months (Interest rate including bonus for the first 12 months and the underlying interest rate only for the second 12 months)
	£1,007.00	£1,010.02
	The estimated balances presented above assume you made an initial deposit of £1,000 and made no additional deposits or withdrawals These estimated balances are provided for illustrative purposes only and do not take into account a customer's individual circumstances or any changes to the interest rate.	
How do I open and manage my account?	<p>Personal customers who are 18 or over and a UK resident can open an account online The minimum initial deposit is £1 and you can deposit up to £1 million in this account It's important we receive your initial deposit within 14 days from opening the account online You can only use Online Banking to manage your account and make withdrawals For added security, when you use Online Banking, you'll need to download and register our Authenticator App (available for free on Google Play or the Apple App Store) or request a Digipass®. You may contact us by Secure Message via Online Banking, by telephone or in writing using the address or other contact details we have given you or which appear on our website. Please note we are unable to take transaction requests through these channels</p>	
Can I withdraw money?	<p>Yes. You can make unlimited withdrawals without notice from the available balance, with no penalty or fees. External withdrawals can only be made to the linked nominated account that you set up when you open the account (usually your current account)</p>	
Additional Information	<p>Interest will be paid without deduction of tax The tax treatment and the rate of interest payable depend on individual circumstances and may be subject to change in the future AER stands for Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. Gross interest is the contractual rate of interest payable before the deduction of income tax at the rate specified by law, currently 20% Individuals may have to pay tax on any interest received that exceeds their Personal Savings Allowance. Further information on the Personal Savings Allowance can be found at www.gov.uk</p>	

The contents of this Summary Box are intended as a summary of the main features only and should be read alongside the relevant conditions.