

## Website Terms and Conditions and Privacy Statement

This is the official site of Bank of Ceylon (UK) Limited ("BOCUK").

### 1. Please read the under-noted conditions carefully before using the site

**This page (together with the documents referred to on it) ("Website Terms and Conditions") tells you the terms of use on which you may make use of our website [www.bankofceylonuk.co.uk](http://www.bankofceylonuk.co.uk) ("Website"). References to "you" or "your" are references to any person accessing this Website. Please read these Website Terms and Conditions carefully before you start to use the Website. By using the Website, you indicate that you accept these Website Terms and Conditions and that you agree to abide by them. If you do not agree to these Website Terms and Conditions, you may not access or use the Website. If you have any questions please contact our customer services department on +44 (0) 2073771888 X222 or 0207 4560481.**

### 2. Company Information and Compliance

BOCUK complies with legislation such as the Consumer Credit Act 1974 and the Data Protection Act 1998. If you have a dispute that cannot be resolved through our internal complaints procedure, you will be entitled to make a complaint to the Financial Ombudsman Service (FOS). Their contact details are as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800

Email at: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

BOCUK is covered by the Financial Services Compensation Scheme. Further details of the scheme are available from BOCUK.

References to "we", "us" or "our" are references to BOCUK.

We are registered in England and Wales under company number 06736473 and have our registered office at 1 Devonshire Square, London, EC2M 4WD.

We are authorised and regulated by the Financial Services Authority (number 514744).

### 3. SITE TERMS

These Website Terms and Conditions govern the use of this Website and by accessing this Website you agree to be bound by them. BOCUK reserves the right to change these Website Terms and Conditions at any time without notice by posting the changes on the Website and your use of the Website after such change will be subject to these Website Terms and Conditions as amended.

This Website and these Website Terms and Conditions are governed by English Law. Any disputes arising from this Website shall be resolved by the English courts.

This Website is designed for use in the UK and is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of this Website or such distribution or use would be contrary to local law or regulation. Should you access information on this Website, it is your responsibility to comply with the applicable local, national or international laws and any use of this Website outside the UK is entirely at your own risk. For guidance relating to your specific situation, please contact your legal adviser.

You are welcome to use this Website for the following purposes:

- To obtain information;
- To check the suitability and availability of our products; and
- To apply for products and services offered through the Website .

You may print off one copy only of any individual page of this Website for your own personal use. This includes making copies solely for the purpose of storing the same into a cache memory or copies made when a file is downloaded.

You cannot:

- Copy (whether printing onto paper, storing on a disk or any other way), distribute (including distributing copies), tamper with or alter in any way or otherwise use any material in this Website except as allowed above;
- Copy any material from this Website for any other commercial purposes;
- Use the Website for activities that breach laws, infringe any other parties' rights or breach any standards, content requirements or codes published by any relevant authority;
- Use the Website in any way that interferes with our systems or other users, or in any way that harasses, menaces or harms anyone. You will indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of, or in any way connected with, use of the Website by you;
- Use the Website to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand;
- If you print off, copy or download any part of our Website in breach of these Website Terms and Conditions, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made

#### **4. LIABILITY, SECURITY AND USE OF THIRD PARTY INFORMATION AND SITES**

The undernoted clauses apply, as far as the law permits, to our exclusion or limitation of any legal liability. Please read carefully:

- There is information contained on the Website about our services. We have taken all reasonable care to make it concise, accurate and easy to use. However, we give no warranties of any kind whether express or implied that this site is accurate, complete, or up to date. We will have no liability to you if it is not.
- We do not endorse any information about our products and services provided by any third party.
- You must ensure that any products or services provided by us are suitable for your requirements.
- We are in no way responsible for anything mentioned on or linked to this site that is marketed and/or provided by another party. You use such links entirely at your own risk and we accept no liability for the contents, use, availability, accuracy or otherwise of such third party sites or third party material.
- Internet communications are not secure against interception, modification or forgery. BOCUK therefore cannot guarantee that any internet communication is authentic and does not accept any liability for unauthorised use of information drawn from this Website, unauthorised access by a third party and/or corruption of data being sent to BOCUK.
- BOCUK cannot accept instructions relating to financial transactions by email and may require written or verbal confirmation of any other communication received.
- Nothing on this Website constitutes or should be construed as an offer or recommendation, nor does it purport to give or provide any financial, investment, legal, tax, professional or other advice and no such advice is given.
- BOCUK will accept no liability in any event including (without limitation) negligence for any damages or loss of any kind, including (without limitation) direct, indirect, incidental, special or consequential damages, expenses or losses arising out of, or in connection with your use or inability to use this Website or in connection with any error, omission, defect, computer virus or system failure, or loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such loss or damages, arising out of or in connection with the access of, use of, performance of, browsing in or linking to other sites from this Website.
- We do not exclude our duties or liability under the Financial Services and Markets Act 2000.
- BOCUK reserves the right to modify, suspend or discontinue, temporarily or permanently, the Website or any part of it, with or without notice, at any time and it shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Website.

Anything on this Website may only be used for your personal use. For this purpose you may print, copy, download or temporarily store extracts from this Website. However, you must not make any amendments to the Website. Any other use of the Website is prohibited. This Website may not be linked with any other website and no part of this site may be used on any other website, without our prior written permission.

#### **5. COOKIES**

BOCUK may gather and analyse information regarding usage of this Website, including domain name, the number of hits, the pages visited, previous/subsequent sites visited and length of user session. This information may be gathered by using a cookie. A cookie is a small text file placed on your hard drive by our web page server. You can choose whether or not to use a cookie by altering the settings of your browser. A cookie will make the use of this Website faster and easier.

#### **6. DATA PROTECTION**

The data controller is BOCUK whose registered office is 1 Devonshire Square, London, EC2M 4WD.

Definitions:

"Personal Data" means:

- Information which you give us when making an application for one of our products or at any time about your personal and financial circumstances or which we gather about you from the way you use and manage any account which we open for you; and
- Details of any transactions (including any purchases of goods or services and other payments to and from your account) such as the amount, date and currency of a purchase

### **6.1 Use of Personal Data**

BOCUK is committed to safeguarding your personal data in accordance with the UK Data Protection Act 1998. You do not have to give us any personal information in order to use many of the pages of this Website. When you visit this Website BOCUK may collect personal data about you, either directly (where you are asked to provide the data) or indirectly. BOCUK will, however, only use this personal data in accordance with the purposes set forth in this document and is committed to safeguarding the personal information collected. This statement sets out the purposes of BOCUK's data processing in respect of this Website, the use of cookies and how to effect your rights in respect of your personal data.

BOCUK collects and processes information about customers and visitors to its Website to conduct its business, to inform and make available products and services that may be of interest to you and for the development of web statistics. The information you provide will be used to contact you when necessary, e.g. to notify you about functionality changes to the Website and to offer services that you may find helpful (provided you have not opted out of receiving such services).

We will use Personal Data when deciding whether to accept your application and offer you one of our products. We also use Personal Data to monitor and analyse our business, to identify other products and services which we think may be of interest to you, which may include those offered by other persons approved by us, and to give information about these products and services, by post, telephone, fax or e-mail unless you have said that you do not want us to do so.

We may use information you have provided to us to respond to your enquiry and improve our service levels.

By returning your application form to us you consent to BOCUK processing sensitive personal data (as described below) about you where this is necessary and processing personal data in accordance with provisions set out on this site.

Otherwise, we will only disclose Personal Data for the purpose of fraud prevention and legal and regulatory compliance and to:

- Credit reference and fraud prevention agencies. These agencies may share information about you with other organisations (including lenders and insurance companies) who will use the information for credit and insurance assessments (including making decisions about handling claims in connection with all types of insurance), for debt tracing, and to prevent fraud and money laundering. The agencies will also use the information for statistical analysis about credit, insurance and fraud.
- Anyone to whom we may transfer any of our rights and obligations.
- Anyone who provides a service to us on the basis that they will keep it confidential.

All Personal Data will be held in accordance with the provisions and principles of the Data Protection Act 1998.

Credit reference and fraud agencies will keep a record of our search which may be used by others to make decisions about you and members of your household and for other purposes set out in this clause. If you give us false or inaccurate information and we suspect fraud, this will be recorded.

We may transfer Personal Data to organisations within the Bank of Ceylon group which are located in countries which may not have equivalent laws in place to protect information relating to you.

If we transfer your information to any such country, we will make sure that they agree to apply the same levels of protection as we are required to apply to your information and to use your information strictly in accordance with our instructions.

Finally, under data protection legislation you have a right of access to your personal records which are held both on computer file and in manual records. You must put your request in writing and we will charge a fee for this service

### **6.2 Sensitive Personal Data**

BOCUK does not seek to collect sensitive personal data (such as data revealing political opinions, religious beliefs or data concerning health or sexual behaviour) through this site. If BOCUK does seek to collect such data, your prior consent thereto will be asked. Please note that, by providing BOCUK with unsolicited sensitive personal data, you consent to our using those data as described above.

**THE DATA PROTECTION ACT COVERS INFORMATION ABOUT INDIVIDUALS, BUT NOT LIMITED COMPANIES. WE WILL HOWEVER HOLD PERSONAL DATA ON THE DIRECTORS AND OFFICERS OF THE COMPANY.**

#### **7. LAW ENFORCEMENT AND CRIME PREVENTION**

We reserve the right to cooperate with law enforcement officials in the investigation of alleged unlawful activities of any Website user or relating to any Website user. We will have no legal liability for disclosing information in these circumstances.

#### **8. COPYRIGHT**

The contents and all materials on the Site are owned by BOCUK. Reproduction of part or all of the contents in any form is prohibited other than with the express written permission of BOCUK. In particular, no part of the BOCUK web pages may be distributed or copied for any commercial purpose, or incorporated in any other website, work or publication, whether in hard copy, electronic or any other form.

You are not permitted to link to the Website (by hyperlink or otherwise) from any other website or web page without our prior written authorisation.

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