

Credit card agreement

1. Parties to this agreement (who this agreement is between)	
You	<p>[***Title***] [***FirstName***] [***LastName***], on behalf of [***BusinessName***]</p> <p>Your address: [***AddrL1***] [***AddrL2***] [***AddrL3***] [***City***] [***PostCode***]</p>
Us	<p>Zempler Bank Ltd ("Zempler Bank")</p> <p>Our address: [***APSAddress***]</p> <p>Phone: [***B2K Customer Services Phone Number***] (Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and will count towards any inclusive minutes in the same way as 01 and 02 calls. Calls may be recorded.)</p> <p>Email: [***Email***]</p>
Credit intermediary (if any)	<p>[***IntermediaryName***]</p> <p>Their address: [***IntermediaryAddress***]</p>

2. Important financial information	
Annual fee	<p>£[***AnnualFee***]</p> <p>The first annual fee will be debited to your account (by being added to the balance you owe) when this agreement starts. An annual fee will then be debited on each anniversary of this agreement starting, while this agreement is in force.</p>
APR	<p>[***APR***]% (variable)</p> <p>This stands for annual percentage rate of charge. It is the annual cost of the credit provided under this agreement expressed as a percentage and is calculated using the assumptions in clause 5.9.</p>
Credit limit	<p>This is the total amount we tell you that you can borrow under this agreement from time to time.</p>
Fees	<p>The fees and charges that apply under this agreement, as shown in the fees summary (clause 5.6).</p>
Total amount payable	<p>£[***TotalCostOfCredit***].</p> <p>This is the sum of the total amount of credit plus the total charge for credit (including fees and interest). It is calculated using the assumptions in clause 5.9.</p>
Minimum repayment	<p>The minimum repayment will be the greater of either:</p> <ul style="list-style-type: none"> • 2% of the balance outstanding shown on the statement, plus all interest charged for the previous statement period, plus any fees (except the annual fee) applied

- to your account during the previous statement period, plus any instalment plan payment due for the statement period; or
- £10 (or the total balance outstanding, if that is less than £10).

3. Definitions of important terms	
Balance outstanding	The total balance from purchases (including any part of the total balance which an instalment plan or extended payment terms apply to), direct payments, cash advances, the annual fee, any interest and any fees and charges, less any repayments you have made.
Cash advance	A withdrawal from a cash machine or over the counter at a bank, post office or other business that provides cash withdrawals.
Cash-alternative transaction	Payments made for cash substitutes such as: <ul style="list-style-type: none"> • traveller's cheques; • foreign currency; • gambling stakes or casino chips; and • other cash alternatives.
Direct payments	Bill payments from your account, including standing orders, direct transfers, faster payments, direct debits, open banking payments and any other future dated payment.
Extended payment terms	Special conditions under which you do not pay any interest on purchases during a particular period. If extended payment terms are available to you, we will let you know by email, through Online Banking or through our Mobile App. When we offer the extended payment terms, we will tell you any terms and conditions that would apply, including the period the extended payment terms would apply for. We will give you this information before you take up the offer.
Instalment plan	A plan that allows you to pay off part of your balance outstanding in fixed monthly instalments. If an instalment plan is available to you, we will let you know by email, through online banking or through our Mobile App. We will also tell you the fee, the interest rate and other terms and conditions that would apply. We will give you this information before you take out the plan.
Payment date	The date by which you must pay at least the minimum repayment shown in your statement.
Purchase	A transaction you have made with your credit card to pay for goods and services.
Statement date	The date a statement is produced.
Statement period	The period covered by a statement.

4. Agreement

- 4.1 Under this agreement we will provide you with a Zempler Bank Credit Card (your credit card) which you can use to get credit up to your credit limit. You agree that we will have rights relating to your credit card and your Zempler Bank Credit Card account (your account). This is an open-ended agreement, so it has no end date.
- 4.2 You confirm that any information you have provided (and will provide) is true, accurate and up to date. You must keep your personal details up to date through Online Banking, our Mobile App or by phoning customer services on +44 (0)330 024 0924. If we contact you about your credit card or your account we will use the most recent contact details we have for you.

5. Key features of your Zempler Bank Credit Card

5.1 Credit limit

- (a) We will notify you of your credit limit when this agreement starts.
- (b) From time to time we may change your credit limit to one that we think is reasonable and affordable.
- (c) You can at any time ask us:
 - (i) to reduce your credit limit; or
 - (ii) not to offer you an increased credit limit.
- (d) If your balance outstanding goes over your credit limit, you must pay the difference immediately.
- (e) We may reduce your credit limit immediately, and without notice, if we think (acting as a responsible lender) that your current credit limit is not affordable for you.
- (f) We can reduce your credit limit for any other valid business reason by giving you at least 30 days' notice in writing.

5.2 Statements

- (a) We will issue statements monthly, except when you have no balance outstanding and there has been no activity on your account since your last statement date. Your statements will be available to you through Online Banking or our Mobile App.
- (b) We will tell you when your statement is available. You must check each statement and tell us as soon as possible if you think a statement is wrong or if you cannot see a statement when expected.
- (c) We will also provide an annual statement on each anniversary of the date of your first statement (or next closest date if you have changed the statement date since this agreement started).

5.3 Making repayments

- (a) Your minimum repayment must have cleared and be credited to your account by the payment date shown on your statement. Your repayments will reduce your balance outstanding only when they have cleared.
- (b) If you have not checked a statement for any reason, you must still pay at least the minimum repayment shown on it.
- (c) If you only make the minimum repayment each month, it will take longer to pay off your balance outstanding, and it will cost more. You can pay more than the minimum repayment at any time, including paying off your entire balance outstanding.
- (d) Any refunds credited to your account will not count towards your minimum repayment. You must still pay the full minimum repayment, unless the refund reduces your balance outstanding to an amount which is less than your minimum repayment. In this case you will only have to pay the balance outstanding.
- (e) If you are in financial difficulties, or we otherwise think it is the right thing to do as a responsible lender, we may:
 - (i) agree a reduced repayment plan;
 - (ii) suspend the charging of interest; or
 - (iii) take any other action that we think is appropriate.

Any such action will not change the terms and conditions of this agreement. Instead, we agree not to fully enforce the rights we have under this agreement to collect the full amount we are entitled to for a limited period. We will always tell you how long this period is, and provide you with full details of any action we propose to take.

- (f) You can make a repayment by the following methods.

- (i) Debit card – you can make a one-off repayment from your debit card in Online Banking or our Mobile App, or set up an ongoing repayment.
- (ii) Bank transfer – you can transfer money to your account using the sort code and account number linked to your account. These details are on your statement.
- (iii) Standing order.

5.4 **Allocating payments**

- (a) If your minimum repayment or any other repayment is not enough to pay off your balance outstanding in full, any repayment will be used to repay balances at higher rates of interest first, before repaying balances at lower rates of interest. Where balances have the same interest rate, you will repay older balances first.
- (b) If you have an instalment plan on your account, your minimum repayment will be made up of a repayment amount towards your outstanding balance and a repayment amount towards your instalment plan. If you have more than one instalment plan, your repayment will first be applied to the instalment plan with the higher rate of interest. If any instalment plans are charged at the same rate, we will put your repayment towards the instalment plan with the earliest start date. Repayments towards your outstanding balance will be allocated as set out above.

5.5 **Missing repayments**

- (a) If you fail to pay the minimum repayment on or before the payment date, we will charge you a late-payment fee, which we will tell you about.
- (b) If you fail to pay the minimum repayment by the payment date, you agree that we can try to debit the minimum repayment from your registered debit card (under a continuous payment authority) on the first business day (Monday to Friday, except bank holidays) after the payment date. We can also try to collect any overdue repayment from you by any alternative method you have agreed to. If you no longer agree to the payment authority, please contact customer services.
- (c) Missing payments could have severe consequences and may make it more difficult and more expensive for you to get other credit. There may also be circumstances where we take legal action or use a debt-collection agency to collect the amount you owe. You will have to pay our costs of taking these actions. If you are having difficulty making your payments, or you think you will in the future, please contact us as soon as possible.

5.6 **Fees and charges**

- (a) Details of all fees and charges are shown in the fees summary below.
- (b) If you ask us to provide any services which are not free with your account, such as providing extra copies of statements or other documents, we may make a reasonable charge.
- (c) In any statement period we will not charge more than one late payment fee, over-limit fee and/or returned-payment (as the case may be) for the same incident. For example, if a payment is late because your direct debit has not been paid, we will charge either a late-payment fee or a returned-payment fee the following statement period, but not both. If we do charge more than one fee for the same incident, we will do our best to refund the extra fee or fees.
- (d) You may have to pay other costs or taxes in relation to this agreement that are not charged by us or paid through us.

Fees summary

	Fee
Annual fee	£[***AnnualFee***]
Withdrawals from cash machines (UK and non-UK)	3% of the amount withdrawn
Cash advances at a bank	3% of the cash advance or cash-alternative transaction
Cash-alternative transactions	3% of the cash-alternative transaction
Direct payments	The fee we told you when we agreed to the direct payment
Late-payment fee (if you do not pay the minimum repayment on time)	£12
Over-limit fee (if you go over your agreed credit limit at any time in any statement period)	£12
Returned-payment fee (if a direct debit or other payment made to your account is not honoured)	£12
Overseas transactions (if you make a purchase in a currency other than sterling)	2.99% plus the exchange rate applied by Mastercard (see clause 5.8)
Instalment plans	We will confirm any applicable fee when we tell you that an instalment plan is available
Extended payment terms	We will confirm any applicable fee when we tell you that extended payment terms are available

5.7 **Interest**

- (a) Except where this clause 5.7 states otherwise, we calculate interest, at the rates shown below, each day from:
- (i) the date the amount (for example, a purchase or a fee) was applied to your account; or
 - (ii) if applicable, the date that the instalment plan was set up;
- until the full balance outstanding has been paid off.

We work out the daily interest by taking the simple rate shown below, dividing it by 365 (366 in a leap year) and multiplying it by the amount of the transaction (for example, the amount of the purchase or the cash advance). We add interest to your account on your statement date every month. If you do not pay off your full balance outstanding each month, we will charge interest on interest that has previously been added to the balance outstanding. This is called 'compounding'.

Transaction type	Simple interest rate per year (variable)	Compound interest rate per year (variable)
Purchases and direct payments	[***APUR***]	[***PurchaseAPR***]
Cash advances	[***ACR***]	[***CashAPR***]
Cash-alternative transactions	[***ACR***]	[***CashAPR***]
Instalment plans	We will confirm the interest rate(s) applicable to any Instalment Plan offers when we tell you about them	

- (b) In relation to late payment fees, over-limit fees and returned payment fees:
- (i) we charge interest only from the twenty-ninth day after you have been given notice of the fee; and

- (ii) we will only ever charge simple interest on the fee.
- (c) If you always pay off the full balance outstanding by the payment date each month, we won't charge interest on purchases (other than purchases that are part of an instalment plan). However, if you don't pay the full balance outstanding in any month, you will be charged interest on purchases you make in the following month (even if you pay in full in that following month).
- (d) Except where section 9 says otherwise, we will not charge interest on any balance that extended payment terms apply to until the extended payment terms offer period ends.
- (e) We may make changes to your interest rate in line with section 19 below.

5.8 **Overseas transactions**

- (a) The balance on your account is held in sterling. If you use your credit card to make purchases in another currency, the amount will be converted to sterling in line with Mastercard's rules. The exchange rate on the date we carry out the conversion may be different from the rate that applied on the date of the purchase. We may also charge you a fee, as shown in the fee summary in clause 5.6.
- (b) Your statement will show the amount of the purchase in sterling after the currency conversion, plus the effective exchange rate that was used for the conversion. You can find the current exchange rates at www.mastercard.com/global/currencyconversion.

5.9 **APR and total amount payable**

The APR and the total amount payable under this agreement (set out in clause 2) are based on the following assumptions:

- (a) You immediately use up your credit limit in a single purchase, and you repay this in 12 equal monthly instalments over a period of one year.
- (b) You make no further transactions, and no instalment plan or extended payment terms apply to your account.
- (c) Your first statement is made available to you 31 days after you make the purchase.
- (d) You are charged the annual fee when this agreement starts and you do not have to pay any other fees.
- (e) The rate of interest we charge does not change.
- (f) You and we each fulfil our obligations under the agreement; and by the dates specified.
- (g) We round each payment up to the nearest whole penny.

6. **Using your account**

6.1 You need to authorise all transactions as follows:

- (a) *Paying for goods and services in person (for example in a shop)*

By following the retailer's instructions, which might include:

- (i) inserting your credit card into a card reader and following the prompts on-screen (which will include entering your personal identification number (PIN));
- (ii) holding your credit card against a card reader (to make a contactless payment); or
- (iii) signing a sales voucher.

- (b) *Paying for goods and services at a distance (for example by phone or online)*

By following the instructions given when you choose to buy the product or service, which will include providing your card details.

- (c) *Withdrawals from cash machines*

By inserting your credit card into the cash machine and typing in your PIN.

- (d) *Cash-alternative transactions*

By providing your credit card, entering your PIN into a card reader or signing a sales voucher, and providing any other ID or information you are asked for.

(e) *Buying foreign currency*

By providing your credit card, entering your PIN into a card reader or signing a sales voucher, and providing any other ID or information you are asked for.

(f) *Direct payments*

Either by giving us instructions through Online Banking or our Mobile App, or by providing instructions through a third-party provider (TPP) that you've authorised to act on your behalf (see section 12) or, in the case of direct debits, by filling in a direct debit instruction (mandate) given to you by the person or organisation you will pay.

- 6.2 You cannot change or cancel a payment that would be made immediately (including paying for goods and services in person or online), but in certain circumstances you may be able to ask for a refund (see section 11 below). If you have arranged for a payment to be made at a future date (for example, if you have set up a direct debit or other regular payment), you can cancel that payment through Online Banking or our Mobile App before 5pm on the business day before the payment is due to be made. You should also tell the person or organisation the payment is for that you have cancelled the payment.
- 6.3 We may require you to use enhanced security measures (for example, typing in a passcode we send you by email or text message or using the Mobile App) so that we can be sure it is you trying to make the payment.
- 6.4 The amount you can spend in a single purchase using your credit card may be limited by:
- (a) any usage restrictions we tell you about from time to time;
 - (b) regulation; or
 - (c) a retailer's policies and procedures for accepting payments.
- 6.5 We are not responsible if a retailer refuses to accept your credit card for any reason, or if a retailer fails to tell you about any charge relating to you using your credit card.
- 6.6 The total balance from cash advances, cash alternative transactions and direct payments cannot be more than 50% of your available credit limit.
- 6.7 The most you can withdraw from a cash machine at any one time is £50, and you can only withdraw up to £150 a day.

7. Refusing transactions and restricting access to your account

- 7.1 We may at any time suspend or restrict access to your account, or refuse to carry out a transaction, if any of the following apply.
- (a) We suspect that your account or your credit card is being used in an unauthorised, illegal or fraudulent way.
 - (b) We are concerned about the security of your account or your credit card.
 - (c) We need to do so to comply with relevant law.
 - (d) We believe that you have broken this agreement.
 - (e) We believe that the risk of you not being able to pay the balance outstanding has significantly increased.
 - (f) We think that a transaction is suspicious or could be illegal.
 - (g) We cannot carry out the transaction due to mistakes, failures (whether mechanical or otherwise), refusals or other issues caused by retailers, payment processors, card networks or payment schemes.
- 7.2 If we refuse to carry out a transaction or restrict access to your account, we will try to tell you beforehand (unless the law or any reasonable security measures prevent us from doing so). If we cannot tell you beforehand, we will tell you as soon as possible afterwards, explaining why we have done so.
- 7.3 We are not responsible for any loss you suffer as a result of us suspending or restricting the use of your credit card.

8. Instalment plans

- 8.1 From time to time we may offer you an instalment plan for a balance or a transaction. There will be a limited period for you to accept the offer and set up the plan.
- 8.2 When you set up an instalment plan, we will move the relevant amount from your main balance to that plan. If there is a fee, this will be added to the balance covered by your instalment plan. We will calculate the monthly payments for your instalment plan based on the length of the plan you have chosen.
- 8.3 If your full balance outstanding is covered by one or more instalment plans, and in any month you pay more than the total of all monthly instalment plan payments due, we will apply any excess to the instalment plans in the order set out in clause 5.4(b). This may reduce the length of time the relevant instalment plan (or plans) is in place. You will still need to make your next month's instalment-plan payment on time and in full if you want to avoid a late payment fee and your instalment plan being cancelled (see 8.5 below).
- 8.4 If a monthly instalment plan payment is late, or not the full amount, in two consecutive statement periods, the balance that was previously covered by the relevant plan will move back to your main balance outstanding. This means that interest will be charged at the standard rate, and from your next statement your minimum repayment will be calculated in the normal way.
- 8.5 You can cancel an instalment plan at any time. If you cancel an instalment plan, the balance that was covered by the plan will move back to your main balance outstanding. This means that interest will be charged at the standard rate, and from your next statement your minimum repayment will be calculated in the normal way.
- 8.6 If you break this agreement, we will cancel any instalment plans you have and move the balances of those plans to your main balance outstanding. This means that interest will be charged at the standard rate, and from your next statement your minimum repayment will be calculated in the normal way.

9. Extended payment terms

- 9.1 From time to time we may offer extended payment terms on your credit card purchases. If you accept the extended payment terms, we will apply them to all purchases made from that point until the extended payment terms are cancelled.
- 9.2 The extended payment terms will increase the interest free period on purchases from a maximum of 56 days to a maximum of 117 days. This extended period will consist of three monthly statement periods, plus the standard twenty five days between the final statement date and the payment due date, which means you could have an interest free period of up to 117 days on purchases.
- 9.3 If you do not repay the full remaining balance that extended payment terms apply to before the end of the offer period, we will apply interest on the unpaid balance, at the standard rate which applies to purchases, from the date of each individual transaction.
- 9.4 If you do not make the minimum repayment in full for two consecutive months, any extended payment terms on your account will be cancelled, clause 9.3 will apply, and your standard terms will apply to all purchases from that point.
- 9.5 You have the right to cancel any extended payment terms that apply to your account at any time. If you do so, any extended payment terms on your account will be cancelled, clause 9.3 will apply, and your standard terms will apply to all purchases from that point.

10. Keeping your credit card and PIN safe, and lost and stolen cards

- 10.1 You must keep your credit card, your PIN, and the security details you need to use your credit card and to access Online Banking and our Mobile App, safe and confidential. You must not give your security details to anyone else.
- 10.2 If you suspect that someone else knows your security details, or if your credit card is lost or stolen, you must tell us immediately by phoning customer services on **[***B2K Customer Services Phone Number***]**. If necessary, we will cancel your credit card and send you a new one within seven business days.

10.3 If someone else uses your credit card without your permission, your liability for any unauthorised transactions or resulting fees that arose before you reported the card as lost or stolen will be limited to £35.

10.4 We can disable any card, username, password or PIN at any time if we reasonably believe that you have failed to keep to this agreement.

11. Reporting unauthorised transactions

11.1 You should regularly check your statement and transactions, through Online Banking or our Mobile App, to check for payments that you do not recognise and identify any unauthorised use of your credit card or account.

11.2 If you think a payment made with your credit card or from your account was not authorised by you or is incorrect in any way, you must contact us immediately by phoning customer services on [***B2K Customer Services Phone Number***]. We may ask you to fill in a declaration form.

11.3 If we need to tell you that we suspect or have identified fraudulent activity relating to your credit card or your account, or that the security of your credit card or your account may be at risk, we will contact you.

12. Refunds and errors

12.1 You are entitled to a refund of the full amount of any purchase you authorise from a retailer in the UK if:

- (a) at the time you authorised the payment you did not know the exact amount of the purchase and the actual amount is greater than you could have reasonably expected; and
- (b) you ask us for a refund within eight weeks of the date of the purchase by calling customer services.

12.2 You can't ask for a refund of any purchase that has appeared on your statement if it is over four weeks since the statement date.

12.3 We will investigate your request for a refund under clause 12.1, taking account of your recent spending behaviour and all relevant circumstances related to the purchase. We may ask you for further information we reasonably need, and we may give this information to other companies or people investigating the matter. You will receive your refund, or our reasons for refusing a refund, within 10 business days of us receiving your request.

13. Using third-party providers

13.1 You can choose to allow a third-party provider (TPP) to access your account information. We may refuse to give a TPP access to your account if we:

- (a) reasonably believe that there is a security risk to your account; or
- (b) are concerned about fraudulent activity or unauthorised access concerning that TPP.

13.2 Unless we are prevented by a legal, regulatory or security reason, we'll tell you that we've refused to give the TPP access to your account. We will contact you using the contact details shown in Online Banking or our Mobile App.

14. Closing your account and ending this agreement

14.1 This agreement will stay in force until it ends or is cancelled in line with this section 14.

14.2 If your credit card or account is not used within 30 days of the date this agreement starts, we can end this agreement. If we do, we will refund the annual fee.

14.3 You can close your account at any time without having to pay any extra charge. To do this you must login to Online Banking, the Mobile App or phone customer services on [***B2K Customer Services Phone Number***] and pay off the full balance outstanding. Once you have paid off the full balance outstanding, any credit balance on your account will be returned to you.

14.4 We may end this agreement at any time by giving you at least 90 days' notice. You must then pay off the full balance outstanding.

14.5 This agreement will not formally end until you have paid off the full balance outstanding.

15. Withdrawing from this agreement

- 15.1 You have the right to withdraw from this agreement, without giving a reason and without penalty, within 30 days of the day after your account is opened (the cooling-off period). You can do this by phoning customer services on **[***B2K Customer Services Phone Number***]**.
- 15.2 If you withdraw from this agreement within the cooling-off period you must pay off the full balance outstanding, including any interest that we have applied, within 30 days of you giving your notice. You will not have to pay any fees. If you don't pay off the full balance outstanding within 30 days, we will continue to charge interest as set out in this agreement.

16. Our rights

- 16.1 You must pay all amounts you owe under this agreement, within 21 days of us giving you notice to do so if:
- (a) You have broken this agreement and have failed to put the matter right within a reasonable time of us telling you to do so.
 - (b) We have found that information you provided in connection with your application for the credit card was false or misleading.
 - (c) You have become insolvent, meaning that you:
 - (i) can't pay bills when they become due; or
 - (ii) have more liabilities than assets on your balance sheet.
 - (d) We have received notice that you have entered into (or propose to enter into) a debt-management arrangement with your creditors.
 - (e) We have received any information which casts doubt on your ability to pay us what you owe.
- 16.2 In any of the circumstances set out in clause 16.1 apply, we can:
- (a) give information about you and your account to credit reference agencies (which may make it more difficult for you to get credit in the future); and
 - (b) take legal action against you to recover what you owe us (which could include getting a court order to seize property).

You may have to pay our reasonable costs and expenses for taking this action.

17. Our liability

- 17.1 Nothing in this agreement limits or excludes our liability:
- (a) for death or personal injury caused by our negligence;
 - (b) for fraud or wilful misconduct; or
 - (c) which cannot otherwise be restricted or removed under any law that applies.
- 17.2 We are not liable to you if we cannot meet our obligations because of unforeseeable circumstances beyond our reasonable control, or because of any legal or regulatory requirement.
- 17.3 We will not be liable for:
- (a) business interruption;
 - (b) loss of income, reputation, goodwill, opportunity or anticipated savings; or
 - (c) any loss or damage which does not stem directly from us breaking this agreement.
- 17.4 We will use reasonable efforts to make your credit card, your account, Online Banking and our Mobile App available to you, but we will not be liable to you for any loss or damage arising if they are unavailable at any time, or if access to them is interrupted.

18. Using money from your other accounts

- 18.1 If any amount you owe us under this agreement becomes overdue, we can take that amount (or part of it) from any other account you hold with us. We will not do this if we think that it is unreasonable, taking account of your circumstances, including you needing to have enough funds available to meet essential living expenses.

19. Changes to the terms and conditions of this agreement

- 19.1 We will only make changes to this agreement if we have a valid reason for doing so. If you do not like a change, you are free to close your account and end this agreement (see section 14 for information on how you can do this).
- 19.2 Reasons why we might make changes include, but are not limited to, the following.
- (a) To make the terms of this agreement easier to understand or fairer to you, or because we reasonably believe that the change will benefit you or doesn't disadvantage you.
 - (b) Because of a change in your circumstances, the way you use your account or your credit score.
 - (c) Because of changes in our costs of providing credit or managing credit agreements.
 - (d) To provide additional credit or other services.
 - (e) To reflect changes in banking or lending practice, or to meet legal or regulatory requirements.
 - (f) To correct mistakes, inaccuracies or ambiguities.
 - (g) To reflect changes in our systems and processes, or the introduction of new technology.
 - (h) Because we think it would be fairer to you for us to make a change to this agreement rather than ending it and then immediately offering to enter into a new one.
- 19.3 **Changes to your interest rate**
- (a) We will not increase your interest rate if you are at risk of getting into financial difficulty.
 - (b) We will give you at least seven days' notice of any decrease in an interest rate, and at least 60 days' notice of any increase in an interest rate.
 - (c) If we are increasing an interest rate, you can tell us that you do not want to accept the change. In this case you will have to pay off the full balance outstanding at the existing interest rate. During this time, you will not be able to use your account. After you have repaid our outstanding balance your account will close.
- 19.4 **Changes other than to interest rates**
- (a) If a change is to your advantage, we will make it as soon as possible and tell you about it afterwards.
 - (b) If a change does not benefit you, we will give you 30 days' notice.
- ## 20. Complaints
- 20.1 If you want to make a complaint, please phone customer services on [***B2K Customer Services Phone Number***] so we can investigate the matter. We aim to deal with any complaint quickly and fairly. Customer services can give you full details of our complaints procedure, which can also be found on our website at <https://www.zemplerbank.com/contact-us>.
- 20.2 If we cannot settle the complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service. Their contact details are as follows.
- Phone: 0300 123 9123 or 0800 023 4567 (+44 20 7964 0500 from outside the UK)
Lines are open from 8am to 8pm Monday to Friday, and from 9am to 1pm on Saturdays.
- Address: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
- Email: complaint.info@financial-ombudsman.org.uk.
- 20.3 If English is not your first language, the Financial Ombudsman's services are also available in a number of different languages. If necessary, you will be put in touch with a translator when you contact the Financial Ombudsman Service.

21. Protecting your personal information

- 21.1 When you provide information that is specific to you and could identify you (personal information), we will process it in line with this agreement and our privacy policy, which is available at <https://www.zemplerbank.com/policies/privacy-policy>. Please read the privacy policy carefully as it provides information about how we use, share, store and process your personal information.
- 21.2 We can share the personal information we have from you with fraud-prevention agencies (FPAs), who will use it to prevent money laundering and confirm your identity. If fraud is identified, you could be refused certain services, finance or employment. You can get more information on how we and FPAs will use your information, and your rights under data-protection law, in our privacy policy.
- 21.3 If we suspect that we have been given false or inaccurate information, we may report our suspicion to FPAs, and give them any other relevant information.

22. About us

We are Zempler Bank Ltd. We are a company registered in England in Wales under company number 04947027. Our registered office is at Cottons Centre, Cottons Lane, London, SE1 2QG. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our Financial Services Register number is 671140. You can check these details by visiting the Financial Conduct Authority website at www.fca.org.uk.

23. Miscellaneous

- 23.1 This agreement and all other communications between you and us will be provided electronically (for example, by email), unless the law says otherwise. We may communicate with you by including a message in your statement or through Online Banking or our Mobile App.
- 23.2 Any information you give us must be accurate and up to date. You must keep your personal details up to date through Online Banking or our Mobile App, or by contacting customer services.
- 23.3 You must tell us immediately if you:
- (a) change your email address (in which case you must give us your new email address) or can no longer receive emails from us; or
 - (b) you change your phone number.
- 23.4 You are encouraged to contact us if you experience, or may experience, vulnerability, for example if you have, or expect to have, difficulty making repayments under this agreement. Details of how you can contact us are set out in Section 1.
- 23.5 If we choose not to enforce any part of this agreement, we can enforce it later.
- 23.6 We may assign (legally transfer) our rights and obligations under this agreement to another company, at any time, as long as we give you two months' notice in writing. If we do this, your rights under this agreement will not be affected.
- 23.7 We may subcontract any of our obligations under this agreement. You cannot sell, assign or subcontract any of your rights or obligations under this agreement.
- 23.8 If any part of this agreement does not meet any relevant law or cannot be enforced, this will not affect the other parts of this agreement, which will stay in force and can be enforced.
- 23.9 This agreement is the entire agreement between you and us relating to your credit card and your account, and replaces any previous agreement between you and us relating to your credit card and your account. No one other than you and us can enforce this agreement.
- 23.10 This agreement, and all matters arising out of the use of your credit card and account, are governed by and interpreted in line with English law and the English courts will deal with any legal proceedings between us. All communications relating to this agreement will be in English.

Signatures

It is important that you read this agreement before you sign below. If you are not sure about anything, please phone customer services on **[***B2K Customer Services Phone Number***]** or get financial or legal advice.

As you are signing on behalf of a limited company, you confirm to us that you have authority to enter into this agreement on behalf of the limited company.

By signing this agreement, you also confirm that the information you have provided in connection with your application is true and accurate.

This is a credit agreement.

To sign this agreement, tick the box to the right and then click 'continue' to confirm that you accept its terms and conditions. Do this only if you want to be legally bound by this agreement.

Ticking the box to the right will have the same effect as if you had signed this agreement by hand, and you will be entering into a legally binding agreement.

Your signature:

[**FirstName**] [**LastName**] on behalf of [**BusinessName**]

Date: [**Today**]

Our signature: <Signature>
on behalf of Zempler Bank

Date: [**Today**]