

FAMILY BUILDING SOCIETY ONLINE SERVICE



SERVICE AGREEMENT (effective from 13 January 2018)

Please read this Service Agreement carefully and retain a copy in a safe place for future reference. You may ask for a copy of this Service Agreement at any time. The content of this Service Agreement covers your use of the Online Service and supplements the General Conditions applying to each account to which you have access using Family Building Society Online Service. In the event of a difference, the account specific terms and conditions prevail.

1. DEFINITIONS

In these conditions, unless the context requires otherwise:

“**account**” means any savings, mortgage or other account with us which is held either in your own name or jointly with somebody else;

“**account holder**” means the person(s) in whose name the account is held;

“**activation code**” means the code we send to you to be used the first time you access your account details using Family Building Society Online Service or when your use of Family Building Society Online Service is being re-activated;

“**memorable data**” means the personal memorable data you select, as amended from time to time, which we use to check your identity when you access Family Building Society Online Service;

“**Family Building Society Online Service**” and “**Online Service**” mean the service we provide to allow you to obtain information from us and to carry out transactions on your account(s) with us over the internet;

“**password**” means the combination of letters, numbers and other characters you select when you register for the Online Service, as amended by you from time to time, which is used to check your identity when you access Family Building Society Online Service;

“**User ID**” means the unique number we give you to identify you when using Family Building Society Online Service;

“**Society**” “**we**” “**us**” and “**our**” refers to the Family Building Society;

“**working day**” means 9am to 5.30pm Monday to Friday not including English bank or public holidays and any other day when we are not open for business;

“**you**” and “**your**” means the customer who registers with us to use Family Building Society Online Service.

2. WHO CAN USE FAMILY BUILDING SOCIETY ONLINE SERVICE?

- 2.1 Family Building Society Online Service is available to individuals for accounts in their sole name and for joint accounts which can be operated by any one account holder.
- 2.2 Family Building Society Online Service is not available for (i) deposit accounts; (ii) joint accounts where two or more account holders are required to authorise transactions; (iii) accounts held by organisations or corporate bodies, including clubs, associations, charities and companies; (iv) accounts held by trustees; and (v) accounts operated by a donee under a power of attorney.

3. JOINT ACCOUNTS

- 3.1 Only joint accounts on which instructions can be authorised by any one account holder can be used with our Online Service. Our Online Service is not available if two or more account holders are required to jointly authorise transactions.
- 3.2 Each joint account holder must register separately for access to their account(s) using our Online Service and must always use their own User ID, password and memorable data.
- 3.3 By applying to register for Family Building Society Online Service you confirm your joint account holder(s) are happy for you to access your joint accounts via our Online Service. We will suspend your use of our Online Service immediately if we are notified at any time by a joint account holder that they wish to change the account mandate to require joint authorisation.

4. FAMILY BUILDING SOCIETY ONLINE SERVICE

- 4.1 Whilst it is designed to be used with a range of internet browsers and equipment it is your responsibility to provide compatible equipment and software with which to access Family Building Society Online Service. In order to continue using the Online Service you must ensure your equipment and software remains fully operational and take all reasonable steps to keep it free from viruses and other malicious software.
- 4.2 The Online Service is intended to be available 24 hours a day, 7 days a week. However, we cannot guarantee its availability at all times and there may be times when you are not able to access our website, for example, the internet may be interrupted or fail through no fault of ours or we may need to suspend access to our website for maintenance, technical or security reasons.

5. PROTECTING YOUR ACCOUNT

- 5.1 When you register to use Family Building Society Online Service we will ask you to select a password (which can be made up of any combination of letters, numbers and other keyboard characters) and an item of memorable data. You will need to remember these to operate our Online Service. You must keep these security details secret and safe. In particular, you must not disclose these security details to anyone (including any joint account holder or Society employee), write them down or otherwise record them in a form that would be recognisable by anyone else.
- 5.2 Once your registration has been accepted by us and your identity confirmed we will write to you with your User ID and an activation code. You must not disclose the activation code to anyone before using it and if it is not used within 28 days it will expire.
- 5.3 “Security details” means the information, processes or security procedures we ask you to provide or use to give us instructions via our Online Service. You must keep your security details secret and safe. In particular, you must:
 - (a) not disclose your security details to anyone else (including any joint account holder or Society employee), write them down or otherwise record them in a form that would be recognisable by anyone else;
 - (b) take all reasonable care to ensure that no-one sees your security details when you use them;
 - (c) not allow anyone else to use any of the computer or electronic equipment you use to access the Online Service without taking reasonable precautions to prevent anyone else from accessing your account using the Online Service;
 - (d) ensure you have fully logged off from the Online Service when you are not using it;
 - (e) follow any reasonable instructions we give you from time to time regarding the safe keeping and use of your security details or other matters relating to the security of your account.
- 5.4 You must notify us as soon as possible by calling our Family Service Team (we will reimburse you for any call charges you incur) or by emailing us at savings.service@familybsoc.co.uk if you discover or suspect that:
 - (a) someone else knows your security details; or
 - (b) someone else (other than a joint account holder) is trying to access your account without your authority.
- 5.5 If you let us know under Condition 5.4 or if we think it is necessary in order to protect either your security details or your account, we may suspend the use of your security details as a way to access your account. Unless it is unlawful for us to do so or would compromise our reasonable security measures, we will let you know. This will either be done verbally where we are able to do so (and then in writing), or in writing in advance. We will tell you that we intend to suspend the use of your security details and our reason for doing so. If we are unable to contact you in advance we will tell you immediately afterwards. As soon as possible after the reason for the suspension to your security details has ended we will either remove the suspension or give you new security details. You may also request that we end the suspension of your security details by writing to us.
- 5.6 Provided you have not acted fraudulently or you have not, intentionally, or with serious carelessness failed to take all reasonable steps to keep your security details safe you will only be liable for only the first £35.00 of any unauthorised withdrawals from your account(s). This includes any withdrawals made after you were aware or should have been aware of the loss, theft or unauthorised use of your security details and before you notify us in accordance with Condition 5.4 above. You will not be liable for any unauthorised withdrawals where we have failed to provide you with appropriate means for notifying us under Condition 5.4.
- 5.7 In the event of a dispute regarding whether or not you originated a transaction or instruction through our Online Service you agree to co-operate with us, the police and/or our insurers in any investigations.
- 5.8 We cannot guarantee that information passing over the internet will remain confidential or will not be interfered with or disrupted and your use of the Online Service will indicate your understanding and acceptance of this risk.

6. CARRYING OUT YOUR INSTRUCTIONS

- 6.1 Each time you use our Online Service we will ask you to confirm your identity by entering your User ID, password and selected characters from your memorable data. If this information has been supplied we can provide you with account information and/or carry out the instruction or transaction as if you had given us a valid instruction in writing and without seeking further confirmation from you.

- 6.2 If for any reason we believe that you may not have given an instruction or requested account information or if we reasonably believe that clarification is either necessary or desirable we shall be entitled to refuse to act on it or to require you to provide written confirmation.
- 6.3 If an instruction would breach this Service Agreement and/or the terms and conditions of your account, we reserve the right not to act on it.
- 6.4 We shall be entitled at any time to refuse to provide account information and/or to act on an instruction we have received if for any reason we think it might cause us to breach a law or contractual duty or if we think your account is being used for an illegal purpose.
- 6.5 If we are not able to act on an instruction or transaction being carried out on your account or to provide you with account information we will in normal circumstances tell you the reason why.
- 6.6 The timings applying to payments into and out of savings accounts are set out in our General Conditions for our savings accounts. All other transactions completed online after 5pm on a working day or at any time on a non-working day will not be processed until the next working day.

7. LIABILITY FOR LOSS

- 7.1 We will not be liable to you for any loss or damage whatsoever if:
 - (a) we do not act on your instructions or provide you with account information for any reasons set out in this Service Agreement;
 - (b) we are unable to act on your instructions or provide you with account information because of abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, such as failure or disruption of the internet through no fault of ours;
 - (c) we need to suspend access to our website for maintenance, technical or security reasons;
 - (d) the equipment and/or software you are using fails or is incompatible with our Online Service.

8. ENDING YOUR USE OF FAMILY BUILDING SOCIETY ONLINE SERVICE

- 8.1 If you no longer wish to use the Online Service you should let us know by email or in writing. The cancellation request will be processed the working day after its receipt by us.
- 8.2 Ending your use of the Online Service does not amount to closure of your savings account, as set out in Conditions 17.1 of our General Conditions for our savings accounts, and will not affect instructions you have already given unless you also ask us not to process them and it is not too late to amend or cancel the transaction(s).
- 8.3 In normal circumstances we will not end or suspend your use of the Online Service without giving you at least two months' notice. Examples of circumstances which are not "normal" include, by way of example only, suspected fraud or security concerns.

9. CHARGES

- 9.1 We currently make no charge for using our Online Service but we reserve the right to introduce and/or vary a charge in the future and will give you at least 30 days' notice before doing so.
- 9.2 You are responsible for the costs and charges that you incur in providing the equipment, software and communications services that you use to access the Online Service.

10. CHANGES TO TERMS AND CONDITIONS

- 10.1 We can change this Service Agreement by notifying you personally via the Online Service, by email or by post no less than two months before the change comes into effect. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.

11. EMAIL COMMUNICATION

- 11.1 By registering to use the Online Service you are agreeing that we may at our discretion send account and membership related notices and information to you by email at the latest email address held in the Online Service instead of by post to your registered correspondence address. This would include, for example, notification of an interest rate change or notification of a change to account terms and conditions.

12. SEVERANCE

- 12.1 Each of the provisions and sub-provisions of this Service Agreement are severable and distinct from the others and if at any time any one or more of such provisions or sub-provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.

13. COMPLAINTS

- 13.1 Although we are committed to providing you with a first class service we recognise that there may be an occasion when you feel that we may not have done this and you wish to make a complaint. If you wish to make a complaint or would like more information about our complaints procedure, please let us know by telephone, post, email or secure message. You can find our contact details on our 'Contact us' page on familybuildingsociety.co.uk.
- 13.2 We will always try to resolve any complaint quickly and at the earliest possible stage. However, if you are not satisfied with our response, or we have not been able to resolve your complaint you may be able to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at financial-ombudsman.org.uk or by phoning them on 08000 234567 or 03001 239123.
- 13.3 If you have opened your account online, you also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at ec.europa.eu/consumers/odr/
- 13.4 If you are not eligible to refer your complaint to the Financial Ombudsman Service we do not subscribe to any alternative dispute resolution services.
- 13.5 If your complaint relates to an alleged breach of the Payment Services Regulations 2017 you may refer the matter to the Financial Conduct Authority for investigation. Information about how to contact them can be found on their website fca.org.uk

14. LAW AND JURISDICTION

- 14.1 This Service Agreement and the relationship between you and us shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.
- 14.2 Our communications with you using the Online Service will be in English.