

MOBILE

MOBILE BANKING APP TERMS AND CONDITIONS

Effective from October 2019

In branch
0800 072 1100
saffronbs.co.uk



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SAFFRON BUILDING SOCIETY MOBILE BANKING APP TERMS AND CONDITIONS

This document contains the terms and conditions and important information about using our Mobile Banking App and form a legal agreement between us and you. Through the App you can view and access information about your Account(s), give us instructions and use other services we make available from time to time.

You can ask us for a copy of this document and any other terms and conditions applicable to your Account(s) at any time.

We strongly advise you read all of the terms and conditions as you will be legally bound by them.

There are number of important words and phrases used throughout these terms and conditions which start with a capital letter to indicate that they have been given a special meaning for the purposes of this agreement. Please see the Glossary section at the end of this document.

In these terms any references to “we”, “us” or “our” mean Saffron Building Society and “you”, “you’re” or “your” mean you, our customer.

1 Using the Mobile Banking App

1.1 We grant you a non-exclusive, non-transferable, revocable licence to use the Mobile Banking App for your personal, non-commercial use and only on an Apple or Android device as permitted and in line with these Terms. All other rights in the Mobile Banking App are reserved by us.

1.1 We grant you a non-exclusive, non-transferable, revocable licence to use the Mobile Banking App for your personal, non-commercial use and only on an Apple or Android device as permitted and in line with these Terms. All other rights in the Mobile Banking App are reserved by us.

1.2 Only you and we will have any rights under these Terms.

1.3 You must be aged 16 years or over and hold an Account(s) with us and you must already be registered for Online Savings to be able use the Mobile Banking App.

1.4 The first time you register for the Mobile Banking App and each time

you add a new Registered Device you will be required to provide us with certain information or security details to help us identify you. You will then be asked to follow the instructions to complete the registration and link your device (add a Registered Device) and set up personal security information, including biometric information (e.g. fingerprint or facial and retina recognition) if supported by the operating system for your Registered Device, that you will use to be able to login to the Mobile Banking App.

1.5 If you are unable to register your device, or if you try to access the Mobile Banking App from a device that is not a Registered Device, you will not be able to use the App, using that device. If this happens, we will provide information to help you access the App.

1.6 Your Registered Device will need access to the Internet in order for you to use the Mobile Banking App.

1.7 Your Registered Device must be running a compatible version of the operating system in order to use the Mobile Banking App. We may periodically issue updates to the Mobile Banking App through the Apple App store or Google Play store. You must download these updates and you should regularly check for updates as you may not be able to use the App until they have been downloaded. Apple is a trademark of Apple Inc. Google Play is a trademark of Google Inc.

1.8 We may stop supporting the Mobile Banking App on the version of the operating system running on your Registered Device. If this happens, you will no longer be able to use the App until you have updated the operating system on that Registered Device, or you use an alternative Registered Device that is supported. You may also need to agree to new terms if you want to continue to use the Mobile Banking app and/or services. We'll let you know through your mobile device if there is a new version of our Mobile Banking App.

1.9 If you enable push notification settings on your Registered Device, we will send you notifications in accordance with the end user licence agreement applicable to the operating system for your Registered Device.

2 Registered Devices

2.1 You may have up to 3 Registered Devices linked to the Mobile Banking App.

2.2 If a Registered Device is de-registered, you will not be able to access the Mobile Banking App on that device again until you have registered again, following the process as described in clause 1.4 above.

2.3 We have the right to prevent you from accessing the Mobile Banking App using any of your Registered Devices if we detect that your device has been compromised in any way. For example, if we detect unauthorised or malicious software, or that it may carry a virus.

2.4 You can de-register a Registered Device on the Mobile Banking App, using the 'Forget this Device' functionality. Further details can be found within the Mobile Banking App on how to use this.

3 The Mobile Banking App Services

3.1 You can use the Mobile Banking App to view and access information about your Account(s), to initiate payments, communicate with us and use other services we make available from time to time.

3.2 The functionality and features of the Mobile Banking App and the types of payment transaction that you can carry out using the Mobile Banking App may vary depending on the type of device, the version of the operating system and the version of the Mobile Banking App you are using.

3.3 You may be able to access different services depending on the different Accounts you hold with us.

3.4 To make a payment using the Mobile Banking App you must log into the App by entering your personal security information (e.g. your passcode or fingerprint) and select the 'Make Money' option within the App and inputting the amount you wish to withdraw. You can only send funds by faster payment or BACS through the Mobile Banking App to your nominated bank account which must be in the same name as the Account you hold with us. You cannot send funds to a third party account. For Faster Payments you need to send £100,000 or less. Where you request to transfer money to your nominated account by Faster Payment, the bank holding the nominated bank account will receive the payment no later than the next working day. For BACS you need to send more than

£100,000. The bank receiving the payment will receive it no later than the 3rd working day. Please see our Savings Terms and Conditions for details of cut-off times for providing instructions and transactions limits.

3.5 All other terms and conditions which relate to making withdrawals by Electronic Payment or Internal Transfer, as set out in our Savings Terms and Conditions, continue to apply (including cut-off times for providing instructions, the time it takes for a payment to reach the bank/building society at which the nominated account is held and transaction limits that apply to your Account(s)).

3.6 If you chose to use fingerprint recognition or any other means of biometric identification (i.e. facial or retina recognition) to log into the Mobile Banking App, then it may also be used to make an Electronic Payment or change your personal information. Therefore, you should not allow anyone else's fingerprint or other biometric means of identification to be stored on your Registered Device. We will treat a payment authorised by any fingerprint or other biometric identification from your Registered Device as being consented to by you.

3.7 Please also refer to our Savings Terms and Conditions for details about unauthorised payments and disputed transactions. You will be responsible for all losses arising from unauthorised transactions where you have acted fraudulently, or where you have deliberately or with gross negligence failed to comply with any of the requirements of these Mobile Banking App terms and conditions (including to keep your Registered Device and personal security information safe, or you fail to notify us if you know or suspect someone else knows your personal security information or tried to use it).

3.8 You can manage how the Mobile Banking App accesses your device or information using privacy settings on your Registered Device. For more information about how we use your information and information about the cookies and similar technologies we use, please see our [Privacy Policy](#) and [Cookies Policy](#).

3.9 Certain features of the Mobile Banking App, in particular the branch finder and view branch in maps, use information about your physical location sent from your Registered Device (e.g. GPS signals). If you use these services you consent to us, our partners, licensees and Google or Apple accessing, monitoring, transmitting, collecting, maintaining, disclosing and processing your location data to enable us and Google/

Apple to provide the relevant functionality. You will be asked to consent to the use of location services when you download the Mobile Banking App. You may withdraw this consent at any time by turning off the location services settings on your Registered Device. Access to Google Maps or Apple Maps will also be subject to separate Google/Apple terms and conditions for the use of those services.

4 Your security obligations

4.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your Registered Device and personal security information. You must keep your personal security information in accordance with the terms and conditions that apply to your Account and any other instructions or guidance regarding security that we publish from time to time, for example on our website. In particular you should:

- (a) make sure you log out at the end of your session;
- (b) keep your personal security details unique to the Mobile Banking App;
- (c) once you have logged into the Mobile Banking App, do not leave your Registered Device unattended or let anyone else use it;
- (d) follow all security measures provided by the manufacturer of your Registered Device.

4.2 You must not use the Mobile Banking App on any device which has been modified outside the manufacturer's operating system, including devices which have been "jail-broken" or "rooted". These devices have had their security features changed in order to work, which makes them less secure.

4.3 To increase the security, we will automatically log you out of the Mobile Banking App after a period of inactivity and/or we may de-register a device that has not been used for a period of time. We may also block your access to the App if you incorrectly enter your personal security information a number of times in a row.

4.4 Once you are registered we won't ever phone or send you an email asking for your personal security information (or ask anyone to do so on our behalf). If anyone contacts you asking you to provide your security details, they are likely to be a fraudster and you must not disclose your information to them. You should report any such requests to us as soon

as possible.

4.5 You must tell us as soon as possible if you know or suspect that someone else knows your personal security information or has used or tried to use them, or if your Registered Device is lost or stolen, you should contact us straight away on 0800 072 1100. If your personal details change, or if you change your mobile phone number, you must tell us straight away.

5 Licence restrictions

5.1 You use the Mobile Banking App under licence from us on the following terms. In using the Mobile Banking App you must:

- (a) use the Mobile Banking App only on a Registered Device that you own or control;
- (b) not sub-licence, assign or claim to exercise any rights in relation to the Mobile Banking App;
- (c) not copy, or reverse engineer, amend, alter or adapt any part of the Mobile Banking App; and
- (d) not use the App in any unlawful or malicious manner or in any manner inconsistent with these terms and conditions.

5.2 The licence starts when you have downloaded the App and logged in for the first time, and will continue until you stop using the App, or we terminate or suspend use of the licence in accordance with clause 7 below.

5.3 All intellectual property rights in the Mobile Banking App belong to us and/or our licensors. You have no intellectual property rights in, or to the Mobile Banking App, other than right to use the App in accordance with these terms and conditions.

5.4 By using the Mobile Banking App, you confirm that you are not located in a country which is subject to any embargo by the United States of America ('the US'), is considered a terrorist-supporting country by the US and you are not prohibited from accessing the Mobile Banking App as a result of being listed on any US Government restricted parties list.

6 Our responsibilities and availability of the services

6.1 We will make reasonable efforts to ensure that you can access the Mobile Banking App 24 hours a day. However there may be occasions where you will not be able use the App, for example when we are carrying out maintenance or updates. We will do our best to notify you in advance, where we know access to the App will be interrupted via our website.

6.2 We will not be responsible to you if we are unable to provide any of the Mobile Banking App services, in part or in full as a result of abnormal or unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes the failure of any systems or communications e.g. mobile network coverage, or having to comply with any legal or regulatory requirement.

7 Termination and suspension of services

7.1 You can cancel or end this agreement at any time by contacting us by telephone or in branch, or sending us a secure message via Online Savings and by deleting the App.

7.2 We can suspend your use of the Mobile Banking App at any time if we think it is reasonably necessary due to one or more of the following reasons:

- (a) we have been informed that your personal security information has been lost, stolen or compromised;
- (b) we believe or have been informed that someone has accessed the Mobile Banking App without your authorisation or we suspect it is being used fraudulently;
- (c) we have concerns about the security of your information and/or our systems;
- (d) we are obliged to do so as a result of our legal or regulatory obligations;
- (e) if you have entered incorrect login details on a number of occasions. If this happens you can reset your login by contacting us by telephone or in branch.

If we do this, we will attempt to inform you in advance and explain our

reasons for doing so. If we cannot inform you in advance, we will inform you as soon as possible afterwards. However, we are not obliged to inform you where doing so would compromise our reasonable security measures or would be unlawful to do so. We will issue replacement personal security details and restore your access to the Mobile Banking App as soon as possible after the reason for us suspending access has ceased.

7.3 We can end this licence with you immediately and without notice in the following situations:

- (a) you were not entitled to download the Mobile Banking App;
- (b) we receive notice of your bankruptcy or your death;
- (c) where we believe (or we reasonably suspect) you or someone else is using the Mobile Banking App for illegal or fraudulent activity;
- (d) you have committed a serious breach of these terms and conditions or have repeatedly breached the terms and conditions;
- (e) there has been or we suspect there has been fraud or suspicious activity involving any of your Account(s) or transactions;
- (f) where we are obliged to do so by law, regulation, court order or instructions of an ombudsman.

We will notify you personally after we have terminated the licence through one of the ways in which we communicate with you under the terms and conditions applicable to your Account(s).

7.4 We may end this licence for any other reason by giving you two months' written notice.

7.5 It is your responsibility to delete the Mobile Banking App from your Registered Device if you change or dispose of your Registered Device, cancel the agreement under clause 7.1, or we terminate the licence under clause 7.3 or 7.4 above.

8 Charges

8.1 We do not currently charge for using the Mobile Banking App, however we reserve the right to introduce charges. Please see clause 9 for the circumstances in which we may change the terms and conditions and introduce charges.

8.2 It is possible there are other taxes or costs that may apply to your use of the Mobile Banking App that are not paid or imposed by us. For example your mobile network provider may charge you for your data usage relating to downloading and using the App.

9 Changes we may make to the Mobile Banking App and this agreement

9.1 We can make changes to these Mobile Banking App terms and conditions, including for carrying out certain transactions via the App, for one or more of the following reasons:

(a) to reflect changes or anticipated changes in law or regulations, or to respond to a decision by a court, ombudsman or regulator;

(b) to meet any relevant regulatory requirements;

(c) to reflect new (or changes to) statement and codes of practice or industry guidance designed to enhance consumer protection;

(d) to reflect changes in technology and to reflect changes to the functionality of your Account(s) and the Mobile Banking App, including the removal of any out of date functionality;

(e) to correct any mistakes in the way the terms and conditions are drafted or to change the drafting to make them fairer or clearer to you (such a change would never be your detriment).

We may also make changes to introduce or change existing charges in connection with providing the Mobile Banking App for any the reasons above or to reflect changes in our costs, including administrative costs and costs involved in providing the services and facilities.

Any change we make under this clause 9.1 will be proportionate to the circumstances giving rise to the change.

9.2 If we want to make a change which is to your advantage, we can do that for any reason.

9.3 Where we change the Mobile Banking App terms and conditions which deal with the way Electronic Payments can be made using the App, or introduce or change a charge in connection with carrying out certain transactions via the App, we will give you at least two months' personal notice by letter or email (if you have told us you want to be

contacted in this way) before the change comes into effect.

9.4 In all other cases we can make changes to the Mobile Banking App or these terms and conditions as follows:

(a) A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change either via email or on our website;

(b) If the change is to your disadvantage, we will give you personal notice by letter or email (if you have told us you want to be contacted in this way) at least 30 days' before we make the change.

9.5 At any time within 30 days (or two months if we have notified you that far in advance) of us telling you about the change, you can end this agreement in accordance with clause 7.1. However if we do not hear from you before the change comes into effect, we will assume you have accepted the change.

10 General

10.1 We may transfer all or some of our rights under these Mobile Banking App terms to someone else at any time.

10.2 If any term of these Mobile Banking App terms are found to be unenforceable, this will not affect the validity of the other terms.

11 Applicable law

11.1 These Mobile Banking App terms and conditions are in English and any communications we send to you will be in English.

11.2 The law applicable to these terms and conditions and the courts having jurisdiction in the event of any dispute shall be as set out in our Savings Terms and Conditions.

12 Complaints

12.1 If we do not deliver the standard of service you expect in connection with the Mobile Banking App or you think we have made a mistake, please let us know. We will investigate and where possible put matters right as soon as possible. You may make a complaint at any time by talking to us over the phone, face to face, in writing or by emailing us. Our procedure is outlined in our '[Complaints Procedure](#)' leaflet. Please also see the Savings Terms and Conditions applicable to your Account(s) for further details about how you can complain, and your right to refer your complaint to the Financial Services Ombudsman in the event we are unable to resolve your complaint to your satisfaction.

13 Glossary

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| Account(s) means any Saffron Building Society savings account which is in your name or held jointly with someone else |
| Electronic Payments means payments made into our out of your Account(s) via electronic banking systems, including Internal Transfer, faster payment and BACS |
| Internal Transfer means a transfer of money you make to another Account you hold with us, including joint accounts |
| Mobile Banking App or App means the Saffron Building Society Mobile Banking application (or any subsequent version) which allows you to view and manage your Account(s) via a Registered Device |
| Mobile Banking App Services means the services available through the App set out in clause 3 or as amended from time to time |
| Online Savings means a service you can register for with us that allows you to have access to your Account(s) via a secure site that you can log into via saffronbs.co.uk |
| Registered Device means any compatible device that has been securely linked to the Mobile Banking App |
| Jail-Broken means your Apple device has been modified to have unrestricted access |
| Rooted means your Android device has been modified to have unrestricted access |

We are able to provide this document in Braille, large print or audio cassette upon request. Your local branch will arrange this for you, or contact us on 0800 072 1100.

Your eligible deposits with Saffron Building Society are protected by the Financial Services Compensation Scheme, the UK's deposit protection scheme. Further details (including exclusions from FSCS cover) can be found on the Financial Services Compensation Scheme website at: www.fscs.org.uk



Saffron Building Society is a member of the Financial Ombudsman Service and of the Building Societies Association.

We may monitor and record phone calls to ensure we have carried out your instructions correctly, to help us improve our service, to enable us to resolve complaints, and to help investigate or prevent fraud or other crimes. Any recordings we make are the property of Saffron Building Society. All data obtained by the Society is processed in accordance with our Customer Privacy Policy which will be provided to you before you open an account with us.

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