

Special Terms and Conditions Electronic Signature

Effective from 18 September 2016

These Special Terms and Conditions apply to Your Electronic Signature and are in addition to the General Terms and Conditions - Personal Accounts and to any Special Terms and Conditions for Your Account or a Service on Your Account. Unless otherwise stated where these Special Terms and Conditions are not consistent with the General Terms and Conditions or any Special Terms and Conditions for Your Account then these Special Terms and Conditions will apply to the extent of that inconsistency in relation to Your use of Your Electronic Signature.

Meaning of Words used in these Special Terms and Conditions

The Definitions set out in the Bank's General Terms and Conditions and the Special Terms and Conditions for eBanking apply. In addition the following definitions apply to these Special Terms and Conditions.

"**Access ID**" means the name that We sometimes use to describe Your Electronic Signature.

"**Account Holder**" means a person who has an Account held either
(a) in that person's own name; or
(b) jointly with any other person(s).

"**Agreement**" means the agreement on the use of an Electronic Signature concluded on these Special Terms and Conditions.

"**Agreement ID**" means the code used to identify any agreement, document, request or instruction that is electronically signed by You via Our eBanking Service which will automatically change if the content of the individual agreement, document, request or instruction changes.

"**App**" means the eBanking Service available when using a Mobile Device to which Our Mobile Banking Application has been downloaded from the App Store (or such other stores as may offer Our Mobile Banking Application from time to time) which enables the electronic receipt and transmission of information (including in relation to an Account).

"**App Store**" is a digital distribution platform for mobile and tablet Apps for specific operating systems. The App Stores and associated operating systems We have developed Apps for can be found on Our website.

"**eBanking Service**" means the range of eBanking Services We make available through the internet network or the App. The eBanking Service enables the electronic receipt and transmission of information (including in relation to an Account), the making of payments from Your Account and the electronic signing of certain documents We may send to You for signature via Our eBanking Service. The eBanking Service available through Mobile Banking will not include all the functions which are available when using the Full eBanking Service. Further details are available in the Special Terms and Conditions - eBanking.

"**Electronic Signature**" means Your User ID, Your Personal Passcode and the code or combination that We ask You to input from Your Security Card when used together to access Our eBanking Service. The Electronic Signature is sometimes referred to as Access ID.

"**Mobile banking**" means the eBanking Service that is available through a Mobile Device.

"**Mobile Banking Application**" means the Danske Bank App which We make available for use with a Mobile Phone or iPod touch known as 'Mobile Bank UK' and or the Danske Bank App which We make available for use with tablet devices known as 'Tablet Bank UK'.

"**Mobile Device**" means a Mobile Phone, iPod touch, watch, tablet device or any other internet enabled device which You use to access Your Account.

"**Mobile Phone**" means the internet enabled mobile telephone device which You use to access your Account.

"**Nominated User (s)**" means a person who has:
(a) been authorised by the Account Holder (or in the case of a joint Account the Account Holders) and in accordance with these Terms and Conditions;
(b) complied with the requirements which We specify shall apply from time to time in respect of Nominated User (including, for example, providing Us with documentation as We may require);
(c) been accepted by Us; and
(d) accepted the Terms and Conditions to operate an Account (as specified in the Mandate(s) relating to the Nominated User) through Our eBanking Service all in accordance with the provisions of the Terms and Conditions.

"**Personal Passcode**" means the passcode which You have created as part of Your Electronic Signature.

"**Security Card**" means the Access ID card which We issue to You from time to time in connection with Your Electronic Signature.

"**User ID**" means a user identification number issued to You by Us.

"**We**", "**Us**", "**Our**" or "**the Bank**" means Northern Bank Limited having its registered office address at Donegall Square West, Belfast (registered number R568). Danske Bank is a trading name for Northern Bank Limited.

"**You**" or "**Your**" means the person requesting an Electronic Signature to gain access to Our eBanking Service.

General information

An Electronic Signature will provide You with a secure method to access Our eBanking Service.

You will be able to use Your Electronic Signature to access Your Account or Accounts through Our eBanking Service and also the Account or Accounts of other Account Holders who have executed the Mandate(s) required by Us authorising You to access and/or operate their Account or Accounts through Our eBanking Service.

You will also be able to use Your Electronic Signature to electronically sign certain documents We may send to You for signature via Our eBanking Service. Any document which You electronically sign will be given an Agreement ID and will be stored under "Statements and agreements" in Our eBanking Service.

Once You have agreed to accept these Terms and Conditions, You will be given a temporary passcode, a User ID and a Security Card which You will use to create an Electronic Signature. Your Electronic Signature is personal to You and You may not assign or disclose it to anyone else.

Your Electronic Signature will consist of Your User ID (which will be sent separately to You), Your Personal Passcode (a 4 digit personal identification number which You can change) and the code or combination from Your Security Card that We will ask You to provide. The information which We will ask You to provide from Your Security Card will change on each occasion that You use Your Electronic Signature.

1.1 Creating Your Electronic Signature

You will be sent a temporary passcode, a User ID and a Security Card. You can access Our eBanking System as soon as you have received these items. Your temporary passcode, User ID and Security Card are personal to You and should not be provided to, disclosed to or copied to anyone else. You use the temporary passcode and User ID the first time that You log on to Our eBanking Service to create a Personal Passcode which must contain four numbers. Once You have created Your Personal Passcode

You should destroy the letter from Us which contained the temporary passcode.

You will then use Your User ID, Personal Passcode and Security Card each time You want to access Our eBanking Service.

You can use Your Electronic Signature at almost any computer.

If You have not used Your temporary passcode within fourteen (14) days of receiving the letter from Us containing it, You will need to contact Us so that We can issue You with a new temporary passcode.

Your Security Card will contain a number of codes or combinations which We will ask You to provide Us with when You access eBanking. There are 90 such codes or combinations on a Security Card. We will issue You with a new Security Card when there are 30 such codes or combinations remaining on Your Security Card. You can change the Security Card reorder frequency to meet Your individual needs. This can be done by you within eBanking 'Change Security Card settings' or by contacting Your Branch. When all of the codes are used You should destroy the old Security Card and start using the new Security Card. Details about how to read Your Security Card are available in Our eBanking help pages.

1.2 Use of Your Electronic Signature

You agree and acknowledge that We may permit You or a Nominated User to access certain information and give certain payment instructions in Mobile Banking without requiring You or the User to input all of the component parts of the Electronic Signature. For example, in Mobile Banking, We will require You or the User to input Your or the User's User ID and Personal Passcode, but not the code from the Security Card, (i) to access information such as balance information or mini statement information and (ii) transfer funds between Accounts held with Us which are in Your sole name, in the joint name of You and another person(s) or on which You have a mandate. We will not permit any other instruction to make payments out of Your

Accounts on Mobile Banking without requesting that the code from Your or the User's Security Card is input.

In Our Full eBanking Service We will always require the full Electronic Signature to be used to log on to the Service. When We ask You to authorise a transaction, confirm an instruction to Us or electronically sign a document using the Full eBanking Service We will ask You or the User to confirm the User ID and input the 4 digit Personal Passcode. We may require You or the User to input the code from the Security Card. We will treat that as Your consent to comply with Your instruction

2. Your Responsibilities

- 2.1 You are responsible for the acquisition, operation and maintenance of computer and communications equipment which can communicate with the equipment and software used by Us from time to time.
- 2.2 You must take all reasonable steps to keep Your Electronic Signature safe. Your Electronic Signature is made up of Your User ID, Your Personal Passcode and the code or combination that We ask You to input from Your Security Card. You must:
 - (a) When accessing the eBanking Service always make sure that the website address has changed from 'http' to 'https' and that the padlock symbol is visible in Your browser. Beware of any unexpected or suspicious 'pop up' windows that appear during Your eBanking session and report these to Us immediately;
 - (b) Destroy the PIN notification as soon as You have used it. The PIN notification will advise You of the confidential personal identification number that You must use when You first log-on to the eBanking Service. You will be prompted to change this PIN when You first log-on and the number that You choose is known as Your Personal Passcode;
 - (c) When selecting the Personal Passcode which forms part of Your Electronic Signature to access the eBanking Service ensure that all reasonable care is exercised. You should ensure that the Personal Passcode does not contain a combination of numbers which may be easy to

- guess (for example birthdays, consecutive numbers etc);
- (d) Never permit any other person to use Your Electronic Signature. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
 - (e) Never disclose Your Electronic Signature to any other person, not even the police or Bank staff;
 - (f) Never respond to an email, SMS (text message) or telephone request, even where this appears to be from Us, which asks You to disclose Your Electronic Signature or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this information. If You receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;
 - (g) Never record or store Your Electronic Signature [other than the Security Card] anywhere without at first taking reasonable steps to disguise it;
 - (h) Never copy Your Personal Passcode or User ID to Your Mobile Device or computer without at first taking reasonable steps to disguise it. Never take a photograph or otherwise copy Your Security Card to Your Mobile Device or computer;
 - (i) Always take reasonable care when accessing the eBanking Service to ensure that Your Electronic Signature is not disclosed to any other person. Never leave Your computer or Mobile Device unattended when logged in and log off as soon as You have ended Your eBanking session;
 - (j) Regularly check Your Account records carefully. If You notice anything unusual then You should contact Us immediately;
 - (k) When required, make adjustments to Your own equipment and software as necessary in response to the changes made by Us to the eBanking Service such as where We add to or remove, change or impose restrictions on the functionality of the eBanking Service or amend or upgrade Our Website which may mean that at any one time a stored or retained copy of any of the pages of

these Special Terms and Conditions may be out of date. You can view Our current Terms and Conditions on Our website www.danskebank.co.uk;

- (l) Immediately report to Us if Your Personal Passcode or Security Card is lost or stolen or You think someone else knows it. You should comply with Clause 19; and

- (m) Follow the guidance about “security” which can be found on the eBanking pages of Our Website.

2.3 You must ensure that a Nominated User complies with the provisions of Clause 2.2 and the requirements contained therein in relation to their Electronic Signature. You must also ensure that a Nominated User makes adjustments to his/her own equipment and software as provided in Clause 2.2(k) and follows the general guidance referred to in Clause 2.2(m) before accessing the eBanking Service.

2.4 If:

- (a) any correspondence from Us containing Your temporary passcode, User ID and/or Security Card has been, or appears to have been, opened or tampered with;
- (b) Your temporary passcode or Your Electronic Signature or any part of Your Electronic Signature becomes known (or You suspect it has become known) to anyone else;
- (c) You become aware of any unauthorised transaction or error that has arisen using Your Electronic Signature;
- (d) You think someone else has or may try to use Your temporary passcode or Your Electronic Signature; or
- (e) You think someone else has or may have Your Security Card (or a copy of Your Security Card)

You must immediately notify Us by telephoning Us on 0345 6031534 and follow the instructions We give to You

3. Termination

- 3.1 Your right to use Your Electronic Signature shall terminate automatically:
- (a) in respect of any Accounts with Us in Your sole name, on the termination (at a time when those

Accounts are the only ones You are authorised to access and/or operate through the eBanking Service) of the agreement relating to the use of the eBanking Service in relation to such Accounts;

- (b) in respect of Accounts not in Your sole name but in relation to which You are authorised to use the eBanking Service, on the termination of the agreement relating to the Account Holder(s) use of the eBanking Service, or on the withdrawal of the Mandate in relation to Your use of the eBanking Service in relation to those Accounts.

3.2 We may end this Agreement by giving You two months’ notice, in writing.

3.3 On any termination of this Agreement:

- (a) all other agreements entered into by You for the provision of electronic services by Us, for example, Our eBanking Service, will automatically terminate unless We notify You otherwise; and
- (b) You shall immediately return all media and documentation in relation to Your Electronic Signature to Us.

3.4 Any termination of this Agreement is without prejudice to any accrued rights and / or remedies.