

SPECIAL TERMS AND CONDITIONS FOR ACCOUNT BALANCE SERVICE

Effective from 30 June 2016

These Terms and Conditions are in addition to the General Terms and Conditions - Personal Accounts and to any other Special Terms and Conditions that apply to Your Account. Unless otherwise stated, where these Special Terms and Conditions for **Account Balance Service** are not consistent with any of the other aforementioned Terms and Conditions then the Special Terms and Conditions for **Account Balance Service** will apply to the extent of that inconsistency in relation to the operation of the **Account Balance Service**.

Our Account Balance Service enables You to receive information on Your account balance(s) by SMS or Email Messages from the Bank. The transmitted information is unencrypted and You are advised to pay special attention to Clause 4 of this agreement.

1. Definitions

The definitions in the Bank's General Terms and Conditions - Personal Accounts apply. In addition the following definitions apply to these Special Terms and Conditions

"Email Address" means the email address which we record when you register for the **Account Balance Service** as set out in Clause 2 or as notified by You to us in accordance with Clause 2

"Email Message" means email messages sent to your Email Address.

"Mobile Phone Number" means the mobile phone number which We record when You register for **Our Account Balance Service** as set out in Clause 2c or as notified by You to Us in accordance with Clause 2d.

"Mobile Phone" means the mobile telephone device which You use to receive SMS Messages for the **Account Balance Service**

"SMS Message" means SMS text messages sent to Your Mobile Phone Number

"Special Terms and Conditions" means these special terms and conditions which are applicable to the **Account Balance Service**.

"You", "Your" and "Yours" mean the accountholder who has registered for the **Account Balance Service** under this agreement with Us.

2. Using the Account Balance Service

- a. When You register for Our **Account Balance Service**, You agree that these conditions will apply in relation to Your use of Your Mobile Phone Number to receive SMS Messages from Us or in relation to receiving Email Messages from Us.
- b. When You register for **Our Account Balance Service** You agree that the information You provide will be used by Us to validate Your identity. You agree that You will provide Us with correct information.
- c. When You register for **Our Account Balance Service** We will record Your Mobile Phone Number and/or Email Address. We will not carry out any further authentication or verification before providing the **Account Balance Service**.
- d. If You change Your Mobile Phone Number or Your Email Address You must notify Us immediately to ensure that Our records are up to date. Notices under this Clause should be sent to Us as set out in Clause 26 of the General Terms and Conditions - Personal Accounts
- e. Once You have registered Your Mobile Phone Number or Email Address for the **Account Balance Service** You can terminate Your registration for SMS Messages or emails by contacting your branch or by phoning us on 0345 600 2882* (Call charges may vary. Please contact Your service provider.)

* You can call from 08:00 - 20:00 Monday to Friday and from 09:00 - 16:30 on Saturday and Sunday, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. We may record or monitor calls to confirm details of our conversations, for Your protection, to train Our staff and to maintain the quality of Our service.

3. Security

You must take all reasonable steps to maintain the confidentiality of the information shown or stored on Your Mobile Phone or Your Email Address.

Since your Agreement with Us authorises Us to send You unencrypted SMS Messages or Email Messages about Your Accounts to Your Mobile Phone Number or Email Address, We would regard the following steps to maintain the confidentiality of the information shown or stored on Your Mobile Phone or Your Email Address as being reasonable :

- (1) Delete any texts or emails received as soon as possible
- (2) Set a PIN on Your Mobile Phone or a password on your email, change it regularly and keep Your Mobile Phone keypad locked and/or email only to be viewed by You.
- (3) Keep Your Mobile Phone in your possession at all times and do not leave Your Mobile Phone unattended or Email Address "logged on" where it may be accessed by unauthorised persons.

4. Acceptance of unencrypted transmission of confidential information

All information is sent via open networks. There is therefore a risk that third parties may come into possession of or modify the information transmitted. You should also note that persons with access to Your

Mobile Phone or Email Address may gain access to the information transmitted.

If You want to help prevent confidential information from being accessible to unauthorised persons, You should take the steps set out under Clause 3 above. You are solely responsible, however, for the security of Your Mobile Phone or Email Address and for determining the adequacy of any security steps you take in respect of Your Mobile Phone/Email Address.

When entering into this agreement, by registering for the **Account Balance Service** You authorise the Bank to transmit the requested information in electronic, unencrypted form through the telecommunications providers chosen by the Bank.

We will only send You each SMS and/or Email Message once and you cannot reply to it.

5. Cancellation rights

You have a right to cancel the **Account Balance Service** at any time.

6. Ending Your Account Balance Service

6.1 We may stop or suspend Your use of the Account Balance Service where We have reasonable grounds for doing so:

6.1.1 Where We have exercised Our rights under Clause 6.1 We will where reasonably possible, (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons. We will reinstate the **Account Balance Service** as soon as reasonably practicable after the reasons for stopping its use cease to exist.

6.1.2 We can terminate these Special Terms and Conditions by giving You at least two months' notice.

6.1.3 You may terminate these Special Terms and Conditions at any time by following the instructions in Clause 2(e) of these Special Terms and Conditions and We

will terminate the service on receipt of your request to cancel.

6.1.4 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions - Personal Accounts, then Your **Account Balance Service** will be automatically terminated.

Any termination of these Special Terms and Conditions is without prejudice to any accrued rights and/or remedies.

7. Your Liability

7.1 You must personally register Your Mobile Phone Number and /or Email Address with the Bank before registering for this service. You are responsible for the accuracy of the data given by You and the Bank is not liable if the information transmitted by the Bank is inaccurate or received by the wrong person. If Your Mobile Phone Number and/or Email Address changes, You are responsible for notifying the Bank of the change.

7.2 If Your Mobile Phone is lost or stolen and/or Your email is hacked You must notify Us without undue delay so that We can terminate the **Account Balance Service**. You can do this by way of any of the methods set out in Part 1 of the General Terms and Conditions under the heading "How You can contact Us". Further details are available in any Branch and on Our Website. Alternatively you can call us 24 hours a day on 0370 850 2481 (local) or 0044 2890 049 201 (if you are abroad).

8. Our responsibility

The **Account Balance Service** is provided "as is" and on an "as available" basis and Your use of the service is at Your sole option and risk. To the extent permitted by law:

a. while the Bank will use all reasonable endeavours to ensure the accuracy and completeness of information sent to Your Mobile Phone or Email Address, the information shall not be taken as

conclusive evidence of the state of Your account and the Bank shall not be liable for any loss incurred or damage suffered by You as a result of such information;

- b. the Bank is not liable for the loss or modification of data during transmission from the Bank to You;
- c. the Bank is not liable for any unauthorised access to data once received by Your Mobile Phone/Email Address or for any failure by You to take proper security measures in respect of Your Mobile Phone/Email Address; and
- d. the Bank is not liable for any delays, interruptions or failures in the provision of the **Account Balance Service** due to circumstances beyond its reasonable control including any breakdown or other malfunction in the Bank's technical equipment or software or for any loss or damage which You may incur in connection with such delays, interruptions or failures.

9. General

The **Account Balance Service** is currently free of charges by the Bank, however you should refer to Your Mobile Phone service provider for any additional charges that could be made by them.

9.1 We will send information on your Account balance(s) to a Mobile Phone Number registered with an UK mobile service provider or an active Email Address. We are unable to send SMS Messages to a fixed line telephone or an international mobile telephone number.

9.2 You can register up to two Mobile Phone Numbers or two Email Addresses with us at any time. In the case of joint accounts each Accountholder can register up to two Mobile Phone Numbers or two Email Addresses.