

**Buckinghamshire Building Society Online Services
Terms and Conditions
Effective 18th October 2011**

Buckinghamshire Building Society Online Services is the Society's interactive online enquiry and transaction request service. These Terms and Conditions cover your use of the Online Service and are in addition to the general and specific Terms and Conditions for savings and mortgage products and you should read them carefully. If there are any inconsistencies between these documents, the individual product Terms and Conditions take precedence. The Online Services Terms and Conditions take precedence over the Terms and Conditions contained in our Essential Information for Investors leaflet.

1. Definitions

Unless the context requires otherwise:

"Buckinghamshire Building Society Online Services" and **"Online Services"** 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.

"The Society", "we", "us" and "our" refer to Buckinghamshire Building Society.

"You" and **"your"** refer to the customer who registers with us to use Online Services.

"Account" is any savings or mortgage account with us which is held either in your own name or jointly with another person.

"Account holder" is the person(s) in whose name the account is held.

"Activation key" is the code we send to you to be used the first time you access your account details using Online Services or when your use of Online Services is being re-activated.

"Memorable information" is the personal memorable information you select, which may be amended from time to time, that we use to check your identity when you access Online Services.

"Password" means the combination of letters, numbers and other characters you select when you register for Online Services, as amended by you from time to time, that we use to check your identity when you access Online Services.

"Web User ID" is the unique number we give you to identify you when you use Online Services.

"Working day" is 9.00 am to 5.00 pm Monday to Friday and does not include public holidays or any other day that we are not open for business.

2. Joint Accounts

Only joint accounts on which instructions can be authorised by any one of the account holders can be used in our Online Services. If two or more account holders are required to jointly authorise transactions, then Online Services is not available.

Each joint account holder must register separately for access to their account(s) using Online Services and must always use their own User ID, password and memorable information.

By applying to register for Online Services you confirm that all joint account holders agree that you may access your joint account(s) via Online Services. We will suspend your use of Online Services immediately if we are notified at any time by a joint account holder that they wish to change the account mandate to joint authorisation.

3. Security

When you register for Online Services we will ask you to select a password and an item of memorable information. You will need to remember these to operate Online Services.

Once your registration has been accepted and your identity confirmed, we will write to you with your Web User ID and activation key. You must not disclose the activation key to anyone and if it is not used within 28 days it will expire.

You must keep all your security details including your Web User ID, password and memorable information secret. In particular you must:

- Not disclose your security details to anyone else (including any joint account holder or Buckinghamshire Building Society employee), write them down or otherwise record them in a form that could be recognisable by anyone else.
- Take all reasonable care to ensure that no-one can see your security details when you use them.
- Not allow anyone else to use any of the computer or electronic equipment you use to access Online Services without taking suitable precautions.
- Ensure you have fully logged off from Online Services when you are not using it.
- Follow any instruction 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 online account.

You must notify us as soon as possible by calling us on 01494 877245 or by e-mailing us at info@bucksbs.co.uk if you discover or suspect that:

- Someone else knows your security details or
- Someone else (other than a joint account holder) is trying to access your account without your authority.

If you notify us under the above condition or if we reasonably believe 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 means of accessing your account. Unless it is unlawful for us to do so or would compromise our reasonable security measures, we will notify you either verbally or in writing in advance to 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 as soon as possible afterwards. As soon as the reason for the suspension has ended we will either remove the suspension or provide you with new security details.

Provided you have not acted fraudulently or you have not, intentionally, or with gross negligence, failed to take all reasonable steps to keep your security details safe, you will not be liable for any unauthorised withdrawals from your account(s).

In the event of a dispute regarding whether or not you originated a transaction or instruction through Online Services, you agree to co-operate with us, the police and / or our insurers in any investigations.

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.

4. Use of Personal Data

We are committed to protecting your privacy in Online Services and recognise the responsibility to keep the information you provide to us confidential at all times.

Information you give us will be used by us to provide and manage your account. The information may be used by the Society in respect of marketing, business analysis or similar purposes. Unless you choose

otherwise on an application form, you consent to being informed of other products and services by e-mail or post. We will not disclose your information to third parties or send you third party information.

5. Liability for loss

We will not be liable to you for any loss or damage whatsoever if:

- We do not act on your instructions or provide you with account information for any reasons set out in these Conditions.
- We are unable to act on your instructions or provide you with account information because of something we cannot reasonably control such as failure or disruption of the internet which is not our fault.
- We need to suspend access to our website for maintenance, technical or security reasons.
- The equipment and / or software you are using fails or is incompatible with Online Services.

6. Provision of Service

Our Online Services is designed to be used with a range of internet browsers and equipment and it is your responsibility to provide compatible equipment and software with which to access it. In order to continue using Online Services 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.

Online Services is intended to be available constantly, however, we cannot guarantee its availability at all times and there may be times when you are not able to access our website. This may be because the internet may fail through no fault of ours or we may need to suspend access to the website for maintenance, technical or security reasons.

7. Withdrawals and Transfers

Once you have confirmed a withdrawal by entering the required security information, your consent to the transaction will be deemed to have been given. Consent can be withdrawn at any time prior to the transaction date, using the "Pending Requests" menu in Online Services.

Withdrawal and transfer requests received before 12.00 pm on a working day will be processed on the same day. Requests received after that time, or not on a working day, will be deemed to have been received on the following working day. Electronic withdrawal requests can be carried out either:

- By BACS
 - BACS payments will be credited to the destination account no later than the end of the third working day following the working day on which the instruction was deemed to have been received by us.
- Internal transfers
 - Transfers to another account held with us will be credited on the day on which the instruction was deemed to have been received by us.

The bank account that you nominate to receive withdrawal payments must be operated in the UK and have a valid UK sort code and account number. It should be a personal account held in your name. Withdrawal requests will not be accepted until the nominated account has been validated by the Society. You should allow one week for this process to be completed after the required proof of ownership of the bank account has been received by the Society.

We shall be entitled at any time to refuse to act on instructions given via the internet, or to ask you to confirm them in writing, if for any reason we think they were not given by you or were not clear. We

will inform you in writing as soon as practical, giving our reasons, if we decide to do this unless we are prevented from doing so for legal reasons or where it would compromise our security measures.

8. Age

You must be 16 years of age or over and be recorded as a signatory on an account to register for internet banking.

9. Deregistration

If you no longer wish to be registered to use Online Services then you should inform us by secure message through the online service, by e-mail or in writing. We will process the cancellation request within 5 working days of receipt of your instructions.

10. Changing these Terms and Conditions

We may change these Terms and Conditions by notifying you personally by e-mail through Online Services or by post not less than 30 days prior to the change coming into effect.

11. E-mail Communication

By registering to use Online Services you are agreeing that we may at our discretion send account and membership related notices by e-mail at the latest e-mail address that we hold in Online Services instead of by post to your correspondence address.

12. Law and Jurisdiction

These Terms and Conditions and the relationship between us and you 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.

13. Copyright

Buckinghamshire Building Society shall at all times own the copyright and any other rights to the material on this website. You are not permitted to download, reproduce, store or transmit any information on this website other than for your own personal use. If you print off information, including forms, you must not alter or amend them in any way.

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