



Nottingham Credit Union
69 Maid Marian Way
Nottingham
NG1 6AJ

Phone: 0115 828 3121
Email: info@nottinghamcu.co.uk

TERMS & CONDITIONS OF USE FOR NCU'S MOBILE BANKING FACILITY

These terms and conditions govern the use of NCU Mobile Banking.

1. Meaning of words and expressions

In these conditions the following words and expressions have the following meanings:

- 'Internet Banking' means access to and use of the Nottingham Credit Union Internet Bank to manage your finances.
- 'Internet Banking login details' means your membership number, password and memorable data.
- 'Our / we / us' means Nottingham Credit Union.
- 'Security Data' means your internet / Mobile Banking login details
- 'The Service' means Nottingham Credit Union Mobile Banking
- 'You / Your' means the person registered for our Mobile Banking service

2. The Service

2.1 You may only access the service if you are registered for Nottingham Credit Union Mobile and Internet Banking.

2.2 The functions and type of transaction you can carry out using the Service may vary depending on the type of handset you are using.

2.3 We will not be liable for any failure to provide all or part of Service for any reason that is beyond our reasonable control such as the failure of any machine, data processing system or transmission link or while maintenance or upgrades are carried out to any system used to provide the Service or for outages or lack of coverage or signal on any phone network.

2.4 We may suspend, withdraw or restrict the use of the Service if:

- a) We have reasonable grounds to suspect that your Security Data have not been kept safe; or
- b) We have reasonable grounds to suspect unauthorized or fraudulent use of your Security Data; or
- c) We consider it appropriate for your protection.

Whenever possible, we will notify you personally before suspending, withdrawing or restricting your use of the Service and provide our reasons for doing so. If we are unable to contact you beforehand or there is a legal reason or other circumstances beyond our control preventing us from doing so, where possible we will contact you and give our reasons afterwards.

2.5 Some service or facilities available through the Service may require you to consent to us using information about your location. You will be asked to agree to this before you can access the services or facility.

2.6 We use cookies to ensure that the Service is safe and secure when you are using it.

3. **Security**

3.1 You must always keep your Security Data secret. If you write them down you must make a sufficient attempt to disguise them. You must not tell anybody else your Security Data. You are responsible for making sure information either shown or stored on your mobile phone or other device used to access the Service is kept secure.

3.2 You must tell us as soon as you can if you know or think somebody else knows your Security Data. You must do this by sending us an email to info@nottinghamcu.co.uk or by telephoning us on **0115 828 3121** during working hours. We may ask you to confirm this in writing within seven days.

3.3 As soon as you tell us you know or think somebody else knows your Security Data we will prevent transactions being carried out on your account using the Mobile Banking service.

3.4 You will not be liable for a transaction carried out through the Service on one of your accounts which was not carried out by you or for access to or use of your accounts by someone else, except in the following cases:

- You authorised the carrying out of the transaction or the access to or use of the account
- You acted with gross negligence, which includes failing to follow the safeguards in Condition 3.1 and 3.2 above or action detailed in Condition 3.3 above
- You acted fraudulently. If you dispute that you have carried out a transaction, we will expect you to co-operate with us and the police in any investigation. We may give the police and our insurers any information we consider relevant, to enable them to carry out investigations.

3.5 If we believe or suspect fraudulent or suspicious transactions are being carried out on your account we reserve the right to suspend access to all or part of the Services.

4. **Acting on your instructions**

4.1 We reserve the right not to act on any instructions which would mean you would not be keeping to these conditions or those applying to your account.

4.2 If we decide not to carry out a transaction we will not be responsible for any loss or damage you suffer because of that decision. We will normally tell you why we are not prepared to carry out a transaction when you use the Service.

5. **Charges**

5.1 We reserve the right to introduce a charge for using the Service. If we introduce a charge or a new charge on your account or change the amount of any charges which already apply to your account we will notify you personally no less than 60 days beforehand.

5.2 Your network operator may charge you for using the Service and these charges may vary between operators and whether you are abroad when accessing the Service.

6. **Variation of these conditions and termination the Service**

6.1 You are free to cancel the Service at any time. Details on how to cancel can be found on our website

6.2 You acknowledge that it is your responsibility to delete the Service from your mobile phone or other devices you use to access the Service if you change or dispose of your mobile phone or devices.

6.3 We may vary these conditions by telling you. We will do this by sending details about changes either in writing, or by email or by display in branches or by advertisement, or by secure message, or notice within the Service. We will normally give you reasonable notice before any change takes effect unless it is not practical or possible to do so, in which case we will tell you as soon as we can after the changes take effect.

7. **Law**

7.1 These conditions are subject to English law