

Mobile Application Terms & Conditions

IMPORTANT: BEFORE USING THE MOBILE APPLICATION ("Mobile app") OR ACCEPTING THE BELOW MOBILE APP TERMS, PLEASE ENSURE THAT YOU HAVE READ THESE MOBILE APP TERMS CAREFULLY. BY DOWNLOADING AND RUNNING THE MOBILE APP OR SELECTING THE 'ACCEPT' BUTTON BELOW YOU AGREE TO THESE MOBILE APP TERMS, WHICH WILL BIND YOU WHETHER YOU ACCESS THE MOBILE APPLICATION ON A MOBILE, TABLET OR ANY OTHER DEVICE USED TO CONNECT TO THE INTERNET ('Device').

IF YOU DO NOT AGREE TO THESE MOBILE APP TERMS, YOU MAY NOT USE THE MOBILE APP.

Which services are available on the Mobile App?

The Mobile App gives you access to a range of the content and services, such as:

- Register and open new savings products
- View current balances
- Make next day faster payments
- Chat to our customer support department

A full list of the products and features available on our Mobile App can be found here <https://www.bathbuildingsociety.co.uk/>.

Bath Building Society Terms and Conditions

These Mobile App Terms relate to your use of the Mobile App only and are separate to the terms and conditions that apply to your Bath Building Society account(s) and to the terms of use of the Bath Online services. The terms and conditions that apply to your Bath Building Society account(s) will continue to apply in addition to these Mobile app Terms, even though you may now access your Bath Building Society account(s) via the Mobile App.

These Mobile App Terms should be read in conjunction with the Welcome to your Building Society Account brochure and the specific account Key Product Information document relating to the account you hold with us and are available on our website. In the event of a difference, the account specific terms and conditions will apply.

1. Definitions

In these conditions, unless the context requires otherwise:

"account" means any savings account with us which is held either in your own name or jointly with another person;

"account holder" and **"applicant"** means the person(s) in whose name the account is held or is to be held;

"authorised signatory" means an existing Bath Building Society customer who has previously been identified and registered as an individual on an account;

"Mobile Application " and **"Mobile App"** mean the service we provide to allow you to obtain information from us and to carry out transactions on your Bath Building Society Account(s) with us over the internet;

"passcode" means the combination of numbers you select when you register for the Mobile App service, as amended by you from time to time, which is used to check your identity when you access the Mobile App;

"Society", "we", "us" and "our" refers to Bath Building Society;

"secure messaging facility" and "Secure Message" means the secure communication system available as part of the Mobile App;

"you" and "your" means the customer who registers with us to use the Mobile App.

"Security details" means the information, processes or security procedures we ask you to provide or use to give us instructions via the Mobile App service.

2. Who can register for the Mobile App?

2.1 Our Mobile App is designed for individuals with personal accounts in their sole name or for joint accounts which can be operated by any one account holder.

2.2 You must be aged 13 or over to have online access to your Bath Building Society account(s). If you are under the age of 13 years old, you are not permitted to use the Mobile App.

2.3 The Mobile App is also available for existing authorised signatories, or the holder of a Power of Attorney to register to view non-internet accounts on which they have authority.

3. Can I use the Mobile App if I have a joint internet savings account?

3.1 You may use the Mobile App for a joint account if instructions can be accepted from an individual account holder. Our Mobile App is not available if two or more account holders are required to jointly authorise transactions.

3.2 Each joint account holder must register separately for access to their account(s) using our Mobile App and must always use their own passcode.

3.3 By applying to register for a Bath Building Society account you confirm all joint account holder(s) are happy for you to individually access the joint account(s) via our Mobile App service. We will suspend your use of the Mobile App immediately if we are notified at any time by a joint account holder that they wish to change the account mandate to require joint authorisation. If such a request is received, we may terminate your use of the Mobile App or close the account.

4. Access to the Mobile App

4.1 While the Mobile App is designed to be used with a range of internet browsers and equipment, it is your responsibility to provide compatible equipment and software with which to access the Mobile App and take all reasonable steps to keep it free from viruses and other malicious software.

4.2 We will try to ensure that the Mobile App is available 24 hours a day, 7 days a week, however we cannot be held responsible for any technical defects or other unforeseen technical issues or viruses that may cause the service to be unavailable.

5. Security

5.1 You are responsible for the security of your Device and your security details. In particular, you must:

(a) keep your Device and any passcode, Online User ID, Activation Key and other security details used to access the Mobile App safe at all times;

(b) not disclose your security details to anyone else (including any joint account holder or Bath Building Society employee), or record them in a form that would be recognisable by anyone else;

(c) take all reasonable care to ensure that your security details are concealed when you use them;

(d) not allow anyone else to use your Device without taking suitable precautions and your Device must be protected against unauthorised use by a pin, password or other lock method;

(e) ensure you have fully logged out of the Mobile App when you are not using it; and

(f) 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 account.

5.2 You must notify us as soon as possible by calling the Customer Support Department on 01225 423271 or by emailing us at savings@bibs.co.uk if you discover or suspect that:

(a) someone else knows your security details; or

(b) someone else (other than a joint account holder) is trying to access your account without your authority.

5.3 If you give us notice under Condition 5.2 or if we reasonably believe it is necessary, we will suspend the use of your account in order to protect it.

5.4 Provided you have not acted fraudulently, and you have not intentionally or with gross negligence failed to take all reasonable steps to keep your security details safe you will be liable for only the first £35.00 of any unauthorised withdrawals from your account(s), which are made before you notify us in accordance with 5.2 above.

However, you will not be liable for any withdrawals after you have notified us of the loss, theft or unauthorised use of your security details, unless you have acted fraudulently.

5.5 In the event of a dispute relating to any transaction or instruction made through the Mobile App, you agree to co-operate with us, the police and/or our insurers in any investigations.

5.6 The Mobile App uses a secure message facility in order to ensure that communications are as secure as possible. The Mobile App does not store any account information permanently and all account information shown is generated and displayed in real time from our back-end systems. However, we cannot guarantee that information passing over the internet will remain confidential or will not be interfered with or disrupted.

5.7 If you fail to provide the correct security details three times in a row, we will block further online access to your accounts. You must follow the online instruction for "Forgotten my security details" to re-enable use of the Mobile App service.

5.8 We shall be entitled to terminate or suspend all or part of your access to the Mobile App if we reasonably think this is necessary because, for example, we have reasonable grounds to suspect that you are acting suspiciously or fraudulently, the security of your account is at risk, something happens beyond our reasonable control or this agreement ends.

6. Restrictions on your use of the Mobile App

6.1 You may only download and use the Mobile App on a device belonging to you or under your control.

6.2 You may not use the Mobile App for any purpose other than mobile banking, including any commercial or unlawful purposes or in any manner inconsistent with these Mobile App Terms.

6.3 You must not copy, reproduce, alter, modify or adapt the Mobile App or carry out reverse engineering of the Mobile App.

6.4 We shall at all times own the Mobile App, including all copyright and other intellectual property rights in the Mobile App. You are not permitted to download, reproduce, store or transmit any information from this website other than for your own personal use.

7. Liability for loss

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

- (a) we do not act on your instructions or provide you with account information for any reasons set out in these conditions;
- (b) 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 through no fault of ours; or
- (c) we need to suspend access to our Mobile App for maintenance, technical or security reasons.

7.2 In the event of a conflict (for example with the product T&Cs or the relevant regulations), it's likely that the product T&Cs or relevant regulations will take precedence

8. Deregistration

8.1 If you no longer wish to use the Mobile App you should let us know by secure messaging or in writing. We will process the cancellation request within 14 working days after its receipt.

9. Charges

9.1 We currently make no charge for using the Mobile App but we reserve the right to introduce and/or vary a charge in the future and will give you at least two months' notice before doing so. Your network operator may charge you for the mobile internet access to the Mobile App and you are responsible for these charges.

10. Changes to Mobile App Terms

10.1 We can change these Mobile App Terms by notifying you personally via the Mobile App, by email or by post before the change comes into effect, or notifying you of a change when you next open the Mobile App. You may be required to accept the new terms to continue use of the Mobile App.

10.2 We reserve the right to withdraw and make changes to the services available to you via the Mobile App at any time. We will notify you of any changes to the availability of services in accordance with clause 10.1 above.

11. Secure message

11.1 By registering to use the Mobile App you are agreeing that we may at our discretion send account and Membership related notices and information to you by secure message.

11.2 If you change your email address or mobile number you must update your details within the Mobile App in order to ensure that notifications of secure messages can still reach you. In some cases you may be required to complete the registration process again in order to access the Mobile App.

12. Privacy Policy

12.1 Details of our Privacy Policy can be found here <https://www.bathbuildingsociety.co.uk/privacy-policy>. The Privacy Policy may vary from time to time and forms part of these Mobile App Terms.

13. Cancellation and Termination

13.1 You can stop using the Mobile App at any time by deleting the Mobile App from your Device. If you terminate all of your current accounts with us, we may stop your access to the whole or part of the Mobile App.

13.2 We reserve the right to suspend or terminate your use of the Mobile App at any time for business, operational, regulatory, legal or other reasons, including if you breach these Mobile App Terms.

13.3 Immediately upon termination of your access to the Mobile App, any rights granted to you under these Mobile App Terms cease and you must immediately stop using the Mobile App.

14. Severance

14.1 Each of the provisions of this Agreement is severable from the others and if at any time any one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.

14. Law and jurisdiction

14.1 This Service Agreement and the relationship between you and us shall be governed and construed in accordance with the laws of England and Wales.