

**Cumberland
Internet Banking
&
Cumberland
Mobile Banking**

Terms & Conditions

Cumberland Internet Banking & Cumberland Mobile Banking

Terms and Conditions

These terms and conditions govern the use of the Cumberland Internet Banking and Cumberland Mobile Banking services with your Cumberland Building Society savings or current account. They are in addition to and should be read together with the Cumberland Savings & Current Account Terms & Conditions and the conditions which relate to each specific product you hold with the Society, which are contained in the appropriate account leaflet. If there is any conflict, these terms and conditions will prevail in relation to your use of the Cumberland Internet Banking and Cumberland Mobile Banking services.

1. Meaning of words and expressions used in these terms and conditions

we, us, our	Cumberland Building Society
you, your	the person(s) or business entity registered with us to use the Cumberland Internet Banking and Cumberland Mobile Banking services
access code	any code we supply to you or which you subsequently choose to enable you to access your online banking sessions with the Cumberland Internet Banking and Cumberland Mobile Banking services
customer number	the unique number allocated to you by us which forms part of the log-in process for the Cumberland Internet Banking and the Cumberland Mobile Banking service
log-on name	the name you may choose to identify yourself instead of your customer number when using the Cumberland Internet Banking service (this function is not available on the Cumberland Mobile Banking service)
Cumberland Internet Banking service	our online banking service enabling you to view and/or make transactions on your account(s) via the internet
Cumberland Mobile Banking service	our mobile (telephone) banking service which is available to personal customers only
one time password code	a randomly generated, one-off code supplied to you during our SecureCall™ telephone call which you are required to enter into the Cumberland Internet Banking Service in order to authorise a payment to be processed
SecureCall™	our additional security feature (which is not available on our Cumberland Mobile Banking service for security reasons) which makes an automated telephone call to you for confirmation that you wish to make a payment, either to a payee to whom you have not previously sent a payment, or above certain monetary limits, and which, if you confirm that the transaction details are correct, issues you with a one time password code to enter into the Cumberland Internet Banking service in order to authorise that payment to be processed
secure message	a message which can be sent securely between you and us via the Cumberland Internet Banking and Cumberland Mobile Banking services. (Note – there is no facility to send new secure messages via our Cumberland Mobile Banking service)
view only	access to the Cumberland Internet Banking and Cumberland Mobile Banking services which allows you to view the status of your accounts with us, but not to conduct any transactions on them via either service, and to send secure messages (via the Cumberland Internet Banking Service only)

2. General terms

- 2.1 The procedures you must follow to use our Cumberland Internet Banking and Cumberland Mobile Banking services are set out in the help screens and our online demonstration on our website (www.cumberland.co.uk).
- 2.2 We have taken reasonable steps to ensure that transmissions passing over the internet and mobile phone networks remain confidential and are not subject to interference, but we cannot guarantee the privacy or security of any information passed by these means and by using the Cumberland Internet Banking and Cumberland Mobile Banking services you give us instructions on that basis.
- 2.3 We will store transaction logs and secure messages and monitor and record telephone calls between us to check that we have carried out your instructions correctly, to enable us to investigate any issues which arise in relation to the use of the Cumberland Internet Banking and Cumberland Mobile Banking services, and to help us to monitor and improve our service.

- 2.4 Our records, unless they are shown to be wrong, will be conclusive evidence of your dealings with us in connection with the Cumberland Internet Banking and Cumberland Mobile Banking services. You agree not to object to the admission of our records as evidence in any legal proceedings because they are not originals, and not in writing or are documents produced by a computer.
- 2.5 The contents of the Cumberland Internet Banking and Cumberland Mobile Banking services websites are subject to variation by us without notification. However, if we have to give you no notice for security reasons or circumstances beyond our control, we will tell you as soon as we can after the changes take effect.
- 2.6 We will give you notice of any changes to these terms and conditions no later than two months before they take effect, by sending details of the changes by secure message. At any time up to the proposed date of the change in the Conditions you may terminate your use of the Cumberland Internet Banking and Cumberland Mobile Banking services immediately. If you do not notify us to the contrary, you will be deemed to have accepted the changes. If you notify us that you do not accept the changes, we will treat this as notice that you wish to terminate your use of the Cumberland Internet Banking and Cumberland Mobile Banking services immediately.
- 2.7 We will not charge you for using the Cumberland Internet Banking and Cumberland Mobile Banking services. However, we may introduce a charge for your use of the Cumberland Internet Banking service and/or the Cumberland Mobile Banking service in the future.
- 2.8 We may use the Cumberland Internet Banking and Cumberland Mobile Banking services to promote our products and services to you by screen advertising and secure messaging on the Cumberland Internet Banking and Cumberland Mobile Banking services. However, we respect your right to choose whether or not we may send marketing material direct to you by post, e-mail or by telephone.
- 2.9 Cumberland, Cumberland Building Society, SecureCall and our roof logo are registered trademarks. We own copyright for our websites and all trademarks and other materials used on them. The Cumberland Internet Banking and Cumberland Mobile Banking services sites, screens and all content are the intellectual property of us and our contracted business partners and are protected by copyright. The contents of the site must not be in any way altered, reproduced (except for printing and/or downloading for your personal use) or used for purposes other than use of the Cumberland Internet Banking and Cumberland Mobile Banking services without our prior written permission.
- 2.10 No one may use any part of our sites on any other website, link our sites to another website or link any other website to our sites without our prior written permission.
- 2.11 You must not attempt to interfere with or prevent others from accessing the Cumberland Internet Banking or Cumberland Mobile Banking services.
- 2.12 You must not introduce or attempt to introduce viruses, malicious code or any other contaminants into our systems or websites or the Cumberland Internet Banking or Cumberland Mobile Banking services sites, or attempt to reverse engineer, de-compile or damage any of our software or websites.

3. Security

To ensure that only you are able to access and give us instructions via the Cumberland Internet Banking and Cumberland Mobile Banking services, you must observe our security requirements and recommendations which are set out below and which we may issue to you at any time, including those detailed in the Security & Privacy information screen in the Cumberland Internet Banking service. Reading the Security & Privacy information screen is a requirement when you log on to the Cumberland Internet Banking service for the first time.

- 3.1 You must keep your log-on details (customer number or log-on name, access code and one time password code) for the Cumberland Internet Banking and Cumberland Mobile Banking services secret.
- 3.2 We may impose financial limits on the number or amounts of transactions which you may carry out via the Cumberland Internet Banking and Cumberland Mobile Banking services and/or may require you to confirm your instructions to us by other means. Personal customers currently have a £10,000.00 daily payment limit.
- 3.3 You must log out of the Cumberland Internet Banking or Cumberland Mobile Banking service when you have finished using it or whenever you are interrupted and have to leave the equipment (such as a PC, laptop, phone or other device) from which you have accessed it. This is particularly important when using a public access point (eg, in an internet café), which we do not recommend.
- 3.4 Certain features of the Cumberland Internet Banking and Cumberland Mobile Banking services, such as your equipment remembering your customer number will work only if cookies (see www.allaboutcookies.org) are enabled on the equipment used to access the Cumberland Internet Banking service. If you choose to block cookies, we cannot guarantee that those features of the Cumberland Internet Banking and Cumberland Mobile Banking services will work.
- 3.5 You must not allow anyone else to use the Cumberland Internet Banking or Cumberland Mobile Banking services for you.

- 3.6 You should check your records of transactions, the sessions summary on the Cumberland Internet Banking or Cumberland Mobile Banking services and your account statements and inform us immediately of any discrepancy.
- 3.7 If you ask us about a transaction made via the Cumberland Internet Banking or Cumberland Mobile Banking services, we will give you more details of it. In some cases, we will need you to give us confirmation or evidence that you have not authorised a transaction.
- 3.8 If you believe that your access code is no longer secret, or that there are unauthorised transactions on your account(s), or if you have received a SecureCall™ telephone call relating to a payment you have not attempted to make, you must inform us immediately by telephone on 0845 601 8396 or (01228) 403141 and also change your access code.
- 3.9 If the payment details confirmed to you by a SecureCall™ telephone call are incorrect, you must cancel the payment transaction. You must then inform us immediately by telephone on 0845 601 8396 or (01228) 403141 and change your access code.
- 3.10 If we have reason to believe that your security details are no longer secure, we will suspend your access to the Cumberland Internet Banking and Cumberland Mobile Banking services. We will then attempt to contact you as soon as possible to inform you of the nature of the incident, and how your access can be reinstated.

3.11 Access codes

- 3.11.1 When we supply you with an access code it will be generated by our computer system and will be printed inside a secure mailer so that nobody other than you will know what it is. As an extra level of security, any access code which we supply must be changed the first time you use it to an access code which you will choose.
- 3.11.2 You agree to use access codes which have been created using the guidelines in the Security & Privacy information screen of the Cumberland Internet Banking service.
- 3.11.3 We will never ask you for your access code.
- 3.11.4 Whenever you ask us for a new access code, your ability to use the Cumberland Internet Banking and Cumberland Mobile Banking services will be suspended. In order to allow you to use the Cumberland Internet Banking and Cumberland Mobile Banking services again, we will send out a new access code to you in the post.
- 3.11.5 You must keep your access code secure and secret at all times and take steps to prevent it being used by others. In particular you must never write down or record your access code on your equipment used to access the Cumberland Internet Banking and Cumberland Mobile Banking services in a way which could easily be understood by someone else.
- 3.11.6 If you use the Cumberland Internet Banking service in a public place (such as in an internet café), or the Cumberland Mobile Banking service in any public place, which we do not recommend, you should ensure that you are not overlooked.

4. Liability

- 4.1 We have taken all reasonable steps to ensure that our website and the Cumberland Internet Banking and Cumberland Mobile Banking services are free from bugs, viruses and other software which might infiltrate or damage your equipment used to access them, but we give no warranty and consequently accept no liability for any loss or damage caused including virus infection or loss of data.
- 4.2 We will make reasonable efforts to provide the Cumberland Internet Banking and Cumberland Mobile Banking services but will not be liable for any failure to provide the services for any cause that is beyond our reasonable control, for example, telecommunications or power failure, technical breakdown, strikes or other industrial action or a fault on equipment used to access the Cumberland Internet Banking and Cumberland Mobile Banking services.
- 4.3 You will be responsible for all transaction instructions we receive between the time you first access your account(s) via the Cumberland Internet Banking or Cumberland Mobile Banking services and the time your access session is ended. You should therefore not leave the equipment you use to access the services unattended while you are logged on to the Cumberland Internet Banking or Cumberland Mobile Banking services, in order to prevent any instructions being sent to us by someone other than yourself.
- 4.4 You will not be liable for any transaction on your account(s) resulting from instruction via the Cumberland Internet Banking or Cumberland Mobile Banking services which was not carried out by you unless you:
 - authorised the transaction;
 - acted without reasonable care, including failing to observe any of your security duties referred to in these terms and conditions (for example, keeping your equipment secure, keeping access codes secret, treating e-mails, text messages and any other requests you receive with caution and being wary of any messages or calls asking you to reveal any online or mobile banking access codes or other security information), so as to facilitate the unauthorised transaction; or

- acted fraudulently

in which case you will be liable for all such transactions.

- 4.5 You will not be liable for any transaction on your account(s) resulting from instruction via the Cumberland Internet Banking or the Cumberland Mobile Banking services after you have notified us in accordance with condition 3.8 that you believe that your access code and/or customer number or log-on name are known to someone else.
- 4.6 Unless condition 4.4 applies, the maximum sum for which you will be liable as a result of your access code, customer number or log-on name being lost or stolen is £50.
- 4.7 If the Cumberland Internet Banking or Cumberland Mobile Banking services are used for your account(s) before you have received your access code, you will not have to pay anything.
- 4.8 You are liable for any charges you incur as a result of your use of the Cumberland Internet Banking and Cumberland Mobile Banking services, such as telephone or other communication charges and charges made by your internet service provider or mobile phone company.

5. Acting on your instructions

- 5.1 Provided that you successfully access the Cumberland Internet Banking or Cumberland Mobile Banking services, and that any instructions you give us are accurate and complete, we will carry out transactions on or other instructions given in relation to your account(s) in accordance with the instructions we receive from you or which are apparently given by you via the Cumberland Internet Banking or Cumberland Mobile Banking services.
- 5.2 For security reasons you will not be able to give us instructions to make a payment to a payee to whom you have not previously sent a payment or above certain monetary limits via the Cumberland Mobile Banking service.
- 5.3 You will need to enter either your access code or your one time password code in order to authorise payments via the Cumberland Internet Banking or the Cumberland Mobile Banking services.
- 5.4 We reserve the right not to carry out your instructions if to do so would be in breach of these terms and conditions or the terms and conditions which apply to your account(s), for example creating an overdraft or exceeding an agreed overdraft facility.
If we refuse to act on your instructions, we will normally tell you the reason for our refusal in advance if we can, but we will in any event tell you as soon as possible after we have done so. We will not be liable for any loss or damage you suffer because of our decision.
- 5.5 Transactions on your account(s) will not always be carried out as soon as you give the instruction. Although you can access the Cumberland Internet Banking and Cumberland Mobile Banking services 24 hours a day, certain instructions may only be processed on bank working days. Transaction instructions you send us via a secure message after 5 pm on bank working days will not be acted upon before the next bank working day. The Cumberland Internet Banking service provides details of when we will carry out your transactions.
- 5.6 You may use the cancellation function on the Cumberland Internet Banking service to stop a future payment up until midnight on the day before the payment is due to be made. Standing orders and internal transfers, but not direct debits, can also be cancelled via the Cumberland Mobile Banking service.
- 5.7 If you do not use this function, we will make reasonable efforts to modify, cancel, reverse or delay processing any transactions on your account(s) resulting from instructions you have given via the Cumberland Internet Banking or Cumberland Mobile Banking service if you request us to do so, but we cannot guarantee to be able to do so and shall not be liable for any failure to comply with such a request or for any loss which you may suffer as a result.

6. Secure message functions

- 6.1 You may send us and we may send you secure messages via the Cumberland Internet Banking service. You may view and reply to secure messages we have sent to you, but you will not be able to create and send new secure messages to us via the Cumberland Mobile Banking service.
- 6.2 You should check your secure messages regularly as they may contain important information concerning your account(s).
- 6.3 We may contact you using secure messages to give you information concerning accounts, products and services which you have with us, but will never ask you for your access code, regardless of the way in which we contact you.
- 6.4 We will normally issue an acknowledgement of receipt for any secure message received from you. You may only rely on the fact that we have received your secure message if you receive such confirmation from us.
- 6.5 You should not send us secure messages:
 - to ask us to perform transactions on your behalf for which specific functionality exists within the Cumberland Internet Banking or Cumberland Mobile Banking services, such as to make or stop a payment;

- to report the loss or theft of cheques or cards – please telephone 0845 601 8396 or (01228) 403141 between 8 am and 8 pm Monday to Friday, 8.30 am and 4.30 pm on Saturdays and 10.00 am and 4.00 pm on Sundays or (01228) 547090 at all other times immediately to make these reports;
- which require our immediate attention – please telephone us instead on 0845 601 8396 or (01228) 403141 (we are open 8 am-8 pm Monday to Friday, 8.30 am-4.30 pm Saturday and 10.00 am-4.00 pm Sunday, with an answerphone facility outside these hours).

7. Your use of the Cumberland Internet Banking and Cumberland Mobile Banking services

- 7.1 You may use the Cumberland Internet Banking and Cumberland Mobile Banking services provided that the equipment you use to access them is compatible with our systems.
- 7.2 We may terminate or suspend your access to or use of the Cumberland Internet Banking or Cumberland Mobile Banking services at any time and without notice where we consider it necessary or advisable to do so if we believe that you have failed to act in accordance with these terms and conditions or our security requirements or if we suspect a breach of security or have reasonable grounds to suspect that you or other(s) are using or have used your access to the Cumberland Internet Banking or Cumberland Mobile Banking services for fraudulent, abusive, immoral or other illegal purposes, or if we are required to do so by official bodies such as a court of law, the police or financial regulators. We may also suspend your use of the Cumberland Internet Banking and Cumberland Mobile Banking services if you have not used them for a period of 120 days. If we terminate or suspend your access to or use of the Cumberland Internet Banking or Cumberland Mobile Banking services we will tell you by written notice. We will normally tell you what we propose to do and why in advance if we can, but we will in any event tell you as soon as possible after we have done so where to do so would not compromise our reasonable security measures and not be unlawful.
- 7.3 We will suspend your access to the Cumberland Internet Banking and Cumberland Mobile Banking services if you do not use any access code we supply to you by the expiry date shown on the letter accompanying it.
- 7.4 Where to do so would not compromise our reasonable security measures and not be unlawful, we will tell you that we have stopped your use of the Cumberland Internet Banking and Cumberland Mobile Banking services as soon as possible after we have done so.
- 7.5 You may terminate your use of the Cumberland Internet Banking and Cumberland Mobile Banking service by telling us by secure message through the Cumberland Internet Banking service or by writing to us. If you tell us by telephone, we may ask you to confirm your instructions to us in writing. We will continue to carry out transaction instructions you have sent to us by the Cumberland Internet Banking or Cumberland Mobile Banking service unless you ask us not to do so and we have sufficient time to act on your cancellation instructions, although any one-off payments and transfers scheduled for a date after the date of termination of your use, to accounts either with us or with other financial institutions, will be deleted from our systems and will not be processed.
- 7.6 We may suspend your use of the Cumberland Internet Banking and Cumberland Mobile Banking services to provide essential maintenance. Whenever possible, such maintenance will be performed at non-peak times.
- 7.7 We will use reasonable efforts to inform you of any non-availability of the Cumberland Internet Banking and Cumberland Mobile Banking services without delay, through the Cumberland Internet Banking service or via our website.

8. Joint accounts

- 8.1 If you have a joint account with us the Cumberland Internet Banking and Cumberland Mobile Banking services are available for you to use provided that any of you can authorise us to make transactions on your behalf.
- 8.2 The Cumberland Internet Banking and Cumberland Mobile Banking services are not available on joint accounts where more than one of you is required to authorise transactions.
- 8.3 If as a joint account holder you apply to use the Cumberland Internet Banking and Cumberland Mobile Banking services, you are confirming that all other account holders are happy for you to access your account(s) via the Cumberland Internet Banking or Cumberland Mobile Banking services. These conditions will apply to you and jointly to the other account holder(s).
- 8.4 If more than one joint account holder has registered as a user of the Cumberland Internet Banking and Cumberland Mobile Banking services, we will act on the instructions of either of you, but each of you is responsible for all transactions carried out via the Cumberland Internet Banking or Cumberland Mobile Banking services and for repayment of any borrowing which may arise on your accounts.
- 8.5 If any joint account holder tells us that another is no longer permitted to authorise transactions, or not permitted to operate the account via the Cumberland Internet Banking or Cumberland Mobile Banking services, or that they never authorised you to operate the account via the Cumberland Internet Banking or Cumberland Mobile Banking services, we will end your use of the Cumberland Internet Banking and Cumberland Mobile Banking services immediately.

Cumberland · **business**

Terms and conditions for the use of Cumberland Business Internet Banking

Cumberland Business Internet Banking service includes all the features of the personal version of Cumberland Internet Banking but includes some additional features which enable businesses to manage their banking online.

These additional terms and conditions govern the use of the Cumberland Business Internet Banking service with your Cumberland Building Society business current and e-savings accounts. They are in addition to and should be read together with the Cumberland Internet Banking & Cumberland Mobile Banking Terms and Conditions, the Cumberland Savings & Current Account Terms and Conditions and the conditions which relate to each specific product you hold with the Society, which are contained in the appropriate account leaflet. If there is any conflict, these terms and conditions will prevail in relation to your business use of the Cumberland Business Internet Banking service.

I **Meaning of words and expressions used in these terms and conditions**

Cumberland Business Internet Banking service	our online business banking service enabling you to view and/or make transactions on your account(s) via the internet
account daily limit	the limit for the total amount of payment transactions which can be set up each day from each account held by you by <i>delegated users</i>
daily payment limit	the daily low, medium or high limit which either you choose or we allocate to your accounts for the total amount of payment transactions which can be paid from your current account via the Cumberland Business Internet Banking service during any 24-hour period
delegated user	a user of the Cumberland Business Internet Banking service who is authorised by the <i>primary business user</i> to use the Cumberland Business Internet Banking service
enterprise number	the unique number allocated to you by us which forms part of the login process for the Cumberland Business Internet Banking service (this is the equivalent of the customer number for personal customers using our Cumberland Internet Banking service)
event alerts	an additional security feature of the Cumberland Business Internet Banking service which allows the <i>primary business user</i> to choose that you are notified by secure message when a <i>delegated user</i> carries out specified activities
log-on name	the name you may choose to identify yourself instead of your <i>enterprise number</i> and <i>user sign on</i> when using the Cumberland Business Internet Banking service
permissions	the levels of access given to <i>delegated users</i> by the <i>primary business user</i> governing the activities they are authorised to view and carry out on the accounts
primary business user	your main user of the Cumberland Business Internet Banking service. A <i>primary business user</i> who has full access to all your internet-enabled accounts also has authority to nominate and suspend <i>delegated users</i> , set up <i>delegated users' permissions</i> and <i>account daily limits</i> and choose that you receive <i>event alerts</i>
user sign on	the unique sign on reference we will allocate to the <i>primary business user</i> and your <i>delegated users</i> when you register for the Cumberland Business Internet Banking service

2. General terms

- 2.1 Use of the Cumberland Business Internet Banking service is available to sole traders, partnerships, limited companies, limited liability partnerships, trustees, clubs and societies.
- 2.2 Use of the Cumberland Business Internet Banking service will enable you to view accounts and give us instructions in relation to accounts, subject to the *account daily limits* and *daily payment limits* and the terms of the mandates for those accounts.
- 2.3 No *primary business users* or *delegated users* (other than *delegated users* with *view only access*) can be established unless they are also signatories to the accounts for which use of the Cumberland Business Internet Banking service is registered.
- 2.4 You request and authorise us to accept and act upon all instructions sent to us via the Cumberland Business Internet Banking service by any *primary business user* or *delegated user* (other than *delegated users* with *view only access*).

3 Security

- 3.1 Any request for changes to *primary business users* or *delegated users* or to terminate your access to the Cumberland Business Internet Banking service must be sent to us in writing and be signed in accordance with the mandate for the account.
- 3.2 Any request for a new access code must be made to us in writing and signed in accordance with the mandate for the account.
- 3.3 If your *primary business user* chooses, we will send you *event alerts* when a *delegated user* carries out specified activities via the Cumberland Business Internet Banking service.

Cumberland · **business**

www.cumberland.co.uk/business

9. Miscellaneous

- 9.1 If you receive an e-mail, text message or other request asking you to divulge your personal details, customer number, access code, log-on name or any one time password code, or requesting that you log on to a website via an embedded link or website address, you should not reply to it, but instead forward it to the Society at emailalerts@cumberland.co.uk to allow us to investigate it. In addition, we would advise you also to forward it to reports@banksafeonline.org.uk. Having done so, you should delete the request received and the two e-mails you have sent in forwarding it, to remove them from the equipment you use to access the Cumberland Internet Banking and Cumberland Mobile Banking services.
- 9.2 These conditions are in English, which is the language we will use in all communications with you.
- 9.3 You are entitled at any time while you are entitled to use the Cumberland Internet Banking or Cumberland Mobile Banking services to request us to provide you with a copy of these conditions, which are available from our website (www.cumberland.co.uk).

10. Governing law

These terms and conditions are governed by the laws of England & Wales and the courts of England and Wales shall have non-exclusive jurisdiction in respect of any dispute or legal action.



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To help us monitor and improve customer service telephone calls may be recorded
www.cumberland.co.uk

A member of the Building Societies Association
Authorised and regulated by the Financial Services Authority – registration number 106074