

CUMBERLAND INTERNET BANKING TERMS AND CONDITIONS

Summary of key changes:

For both personal and business customers :

- The use of Secure Call in additional scenarios



These terms and conditions govern the use of the Cumberland Internet Banking service (as defined below) with your Cumberland Building Society savings and/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. They should also be read in conjunction with our 'How to Protect Yourself from Fraud' leaflet. If there is any conflict, these terms and conditions will prevail in relation to your use of the Cumberland Internet Banking service. Use of the App (as defined below) is subject to you accepting the Cumberland Mobile Banking App Terms & Conditions, which you will be asked to do when registering for that service.

Pay2Mobile The easy way to pay...

Use of our Pay2Mobile™ and the Paym mobile payments services are also subject to you accepting the terms and conditions specific to those services, which you will be asked to do when registering for those services.

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

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 service
App	our Cumberland Mobile Banking App for mobile devices which use the Android or iOS (used by Apple devices) operating systems and which are capable of running Android 4.1.x and above and iOS 7.0 and above
authorised third party	someone other than yourself who can access your account and you have authorised to do so
Bank working day	any day which is not an English Bank Holiday or a Saturday or Sunday
customer number	the unique number allocated to you by us which forms part of the login process for the Cumberland Internet 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 using a PC or mobile device
Cumberland Text Alert service	our text alert service by which we will send you a text message if your account balance falls below a certain sum, if you have requested payment processing alerts or if you have opted to have account access text alerts. These are available to personal customers only
daily payment limit	the daily limit which either you choose or we allocate to your accounts for the total value of payment transactions which can be paid from your current account via the Cumberland Internet Banking service during any 24-hour period
Faster Payment Service	the service presently operated by Faster Payments Scheme Limited that processes mobile, internet, telephone and standing order payments
mobile device	a mobile telephone, tablet or other digital device
passcode	the code you choose to enable you to access the App
Pay2Mobile™	our service, which is part of the Paym mobile payments network, enabling you to make payments using your mobile device or receive payments using the Cumberland Internet Banking service. Business users of the Cumberland Internet Banking service are only able to use Pay2Mobile™ and Paym to receive payments
Paym	the mobile payments network, operated by Mobile Payments

Service Company Limited

Paym mobile payments	payments made using your mobile device or payments received where the payer has used their mobile device
SecureCall™	our additional security feature (which is not available on the App for security reasons) which makes an automated telephone call to you for confirmation that you have attempted to make a payment, complete an action or submit a notification in relation to your account, and that the details provided are correct. If you confirm that the details are correct, you are issued with a SecureCall™ pass code to enter into the Cumberland Internet Banking service in order to confirm the payment, action or notification is genuine.
SecureCall pass 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 confirm a payment, action or notification is genuine.
secure message	a message which can be sent securely between you and us via the Cumberland Internet Banking service
User Name	the name you may choose instead of your customer number to identify yourself when using the Cumberland Internet Banking service.
we, us, our	Cumberland Building Society
Website	www.cumberland.co.uk or any other website(s) by which the Cumberland Internet Banking service is provided from time to time
you, your	the person(s) or business entity registered with us to use the Cumberland Internet Banking service

2. General terms

- 2.1 The procedures you must follow to use our Cumberland Internet Banking service are set out in the help screens on the Website.
- 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 service 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 service and the App and to help us to monitor and improve our service.
- 2.4 Our records, unless they are shown to be wrong and save for any obvious error, will be conclusive evidence of your dealings with us in connection with the Cumberland Internet Banking service and the App.
- 2.5 The appearance of the Website is subject to variation by us without notification where it is in the interests of security and reasonable to do so. 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 these terms and conditions you may terminate your use of the Cumberland Internet Banking service 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 service immediately.
- 2.7 We will not charge you for using the Cumberland Internet Banking service, however, we may introduce a charge for your use of the Cumberland Internet Banking service in the future. If we do so we will notify you under condition 2.6.
- 2.8 We may use the Cumberland Internet Banking service to promote our products and services to you by screen advertising on the Cumberland Internet Banking service and/or the App. However, we respect your right to choose whether or not we may send marketing material direct to you by post or by telephone.

2.9



SecureCall

Cumberland, Cumberland Building Society, SecureCall™, Pay2Mobile™, the App and our roof logo are registered trademarks. We own copyright for the Website and all trademarks and other materials used on them. The Cumberland Internet Banking service, the App and Pay2Mobile™ 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 service without our prior written permission.

2.10 No one may use any part of the Website, 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 service.

2.12 You must not introduce or attempt to introduce viruses, malicious codes or any other contaminants into our systems or the Website or attempt to reverse-engineer, de-compile or damage any of our software or the Website.

2.13



Paym and the Paym logo are registered trademarks and used under licence from Mobile Payments Service Company Limited.

3. Security



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 & information screen is a requirement when you login to the Cumberland Internet Banking service for the first time.

- 3.1 You must keep your login details (customer number or User Name, access code, and passcode) for the Cumberland Internet Banking service secret. The only exception to this is where you have provided access to an authorised third party to view your account information or to make payments from your account.
- 3.2 We may impose financial limits on the number or value of transactions which you may carry out via the Cumberland Internet Banking service 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 per account during any 24 hour period for payments using the Faster Payments Service instructed via the Cumberland Internet Banking service.
- 3.3 You must logout of the Cumberland Internet Banking service and the App when you have finished using them 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 them). This is particularly important when using a public access point (e.g. in an internet cafe), which we do not recommend.
- 3.4 Certain features of the Cumberland Internet Banking service will work only if cookies (see www.allaboutcookies.org) are enabled on the equipment used to access it. If you choose to block cookies we cannot guarantee that those features of the Cumberland Internet Banking service will work.
- 3.5 You must take reasonable care when allowing authorised third parties to use the Cumberland Internet Banking service or the App for you. If you have installed the App on your mobile device, you must treat your mobile device in the same way as payment cards and PINs and not share it with other people unless you have provided access to an authorised third party.
- 3.6 You should check your records of transactions, the session summary on the Cumberland Internet Banking service 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 service or Pay2Mobile™, 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 for the

Cumberland Internet Banking service or your passcode for the App is no longer secret (other than where you have shared this with an authorised third party), or that there are unauthorised transactions on your account(s), or if you have received a SecureCall™ telephone call relating to activity you have not attempted to carry out, you must inform us immediately by telephone on (01228) 403141 and also change your access code or passcode (as the case may be). If you have installed the App on your mobile device and believe that your device has been lost or stolen, you must inform us immediately by telephone on (01228) 403141. We are open 8.00 am - 8.00 pm Monday to Friday, 8.30 am - 4.00 pm on Saturdays and 10.00 am - 4.00 pm on Sundays, with an answerphone facility outside these hours.

- 3.9 If the details of an activity confirmed to you by a SecureCall™ telephone call is incorrect, you must cancel the action and start again. If you receive a SecureCall™ telephone call and you are not attempting to make a transaction, you must then inform us immediately by telephone on (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 service and the App. 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 You should not use rooted or jailbroken devices (i.e. a handset or other unit which has had its default operating system restrictions removed) to operate an account with us and we shall have no liability to you for losses arising as a result of your doing so.

3.12 Access code, User Name and Passcode

- 3.12.1 If we supply you with an access code for the Cumberland Internet Banking service by post 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.
- 3.12.2 If we supply you with a one-time security code for Cumberland Internet Banking Service by SMS text message, it will be generated by our computer system and sent to your mobile device by SMS text message. You will then need to choose an access code which you will be required to enter each time you log into Cumberland Internet Banking.
- 3.12.3 If we supply you with a one-time security code to use the App, it will be generated by our computer system and sent to your mobile device by SMS

text message. As an extra level of security, having entered the password into the App, you will need to choose a 5-digit passcode which you will be required to enter each time you log into the App.

3.12.4 You agree to use access codes and passcodes which have been created in accordance with the guidelines in the Security & Privacy information screen of the Website.

3.12.5 We will never ask you for your access code, or passcode.

3.12.6



If you have forgotten your access code, this can be reset via the Cumberland Internet Banking service and either an SMS text message containing an authentication code will be sent to your mobile telephone number or a letter containing an authentication code will be sent to your registered address. You will then be asked to create a new access code to use with the Cumberland Internet Banking service. You can also change your access code whilst logged into the Cumberland Internet Banking service. An SMS text message will be issued when updating your access code to alert you to the fact that it has been changed. This is a fraud prevention feature.

3.12.7 Whenever you ask us for a new access code, your ability to use the Cumberland Internet Banking service and the App will be suspended. In order to allow you to use the Cumberland Internet Banking service again we will send out a new access code to you in the post. In order to use the App again you will need to re-enter your Cumberland Internet Banking service login details and enter the new one-time security code we will send you by SMS text message, enabling you to choose a new 5-digit passcode.

3.12.8



You must keep your access code and passcode secure and secret at all times and take steps to prevent it being used by others (except where you have provided access to authorised third parties). In particular you must never write down or record your access code and passcode on your equipment used to access the Cumberland Internet Banking service or the App in a way which could easily be understood by someone else.

3.12.9



If you use the Cumberland Internet Banking service in a public place (such as in a library or internet cafe), which we do not recommend, or the App in any public place, you should take reasonable care to ensure that you are not overlooked.

3.12.11 You can create a unique User Name to login to the Cumberland Internet Banking service and this will replace your customer number. This User Name will be unique to you and will be required for each subsequent login to the

Cumberland Internet Banking service.

- 3.12.12 You should therefore not leave the equipment you use to access the services unattended while you are logged on to the Cumberland Internet Banking service or the App, in order to prevent any instructions being sent to us by someone other than yourself.

4. Liability

4.1



We have taken all reasonable steps to ensure that the Website, the Cumberland Internet Banking service and the App 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 service and the App, but will not be liable for any failure to provide the services for any cause that is beyond our reasonable control, e.g. telecommunications or power failure, technical breakdown, strikes or other industrial action or a fault on equipment used to access the Cumberland Internet Banking service or the App.
- 4.3 Subject to condition 4.4, you will be responsible for all transaction instructions we receive between the time you first access your account(s) via the Cumberland Internet Banking service or the App and the time your session is ended.
- 4.4 You will not be liable for any transaction on your account(s) resulting from instruction via the Cumberland Internet Banking service or the App which was not carried out by you unless you:
- authorised the transaction;
 - provided access to an authorised third party to make payment on your behalf
 - acted without reasonable care, including failing to observe any of your security duties referred to in these terms and conditions (e.g. 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 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 service or the App after you have notified us in accordance with condition 3.8 that you believe that your access code and/or passcode are known to someone else (other than an authorised third party) or that you believe your mobile device has been lost or stolen. If you notify us by leaving a message on our answer phone facility, subject to condition 4.4, the Society will be liable for any fraudulent

- transactions that occur after the time that you notified us.
- 4.6 If the Cumberland Internet Banking service is used for your account(s) before you have received your access code you will not have to pay anything.
- 4.7 You are liable for any charges you incur as a result of your use of the Cumberland Internet Banking service and the App, 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 service or the App, 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 service or the App.

5.2



- You will need to enter your SecureCall™ pass code to authorise activities carried out via the Cumberland Internet Banking service.
- 5.3 We reserve the right not to carry out your instructions if to do so would be in breach of these terms and conditions or any other terms and conditions which apply to your account(s), for example creating an overdraft, exceeding an agreed overdraft facility or where we reasonably suspect the transaction to be fraudulent. If we refuse to act on your instructions for these reasons, 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.

5.4



- 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 service and the App 24 hours a day, certain instructions may only be processed on Bank working days. Transaction instructions you send us via a secure message after 5pm on Bank working days will not be acted upon before the next Bank working day. These terms and conditions and the Cumberland Mobile Banking App Terms & Conditions referred to above (as appropriate) provide details of when we will carry out your transactions.
- 5.5 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.
- 5.6 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 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.

- 5.7 You can set payment limits on your account for any transfers between your accounts or for payments to someone else. These can be set at individual transaction level or a daily payment limit can be set. These limits will be applied each time you make a payment request and we will advise you at the time of the payment request if any limits have been exceeded.
- 5.8 You can request to update your address and landline number through the Cumberland Internet Banking service. We will contact you to confirm that the changes have been made or if we have any queries about the requested changes. For security reasons, you cannot update your mobile telephone number in this way.
- 5.9 You can apply for a selection of our savings accounts (subject to your eligibility) through the Cumberland Internet Banking service. Your application will be processed and confirmed to you within a few days (unless we need to contact you with any queries we may have on your application).

6. Secure message functions

6.1



You may send us and we may send you secure messages via the Cumberland Internet Banking service.

- 6.2 You should check your secure messages at least once a month as they may contain important information concerning your account(s) with us.
- 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 service, such as to make or stop a payment;
 - to report the loss or theft of cheques, cards or your mobile phone (if you have registered for the App) - please immediately telephone (01228) 403141 to make these reports;



• which require our immediate attention - please telephone us instead on (01228) 403141 (we are open 8.00 am - 8.00 pm Monday to Friday, 8.30 am - 4.00 pm on Saturdays and 10.00 am - 4.00 pm on Sundays, with an answerphone facility outside these hours).

7. Your use of the Cumberland Internet Banking service, the App and the Paym service

7.1 You may use the Cumberland Internet Banking service and the App 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 service, the App or Paym service at any time and without notice where we reasonably consider it necessary or advisable to do so if we reasonably believe that you have failed to act in accordance with these terms and conditions or our security requirements in any material respect or if we reasonably 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 service, the App or Paym service 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. If we terminate or suspend your access to or use of the Cumberland Internet Banking service, the App or Paym service 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 service 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 service, the App or Paym service as soon as possible after we have done so.

7.5 You may terminate your use of the Cumberland Internet Banking service by telling 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 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. You can deactivate your Pay2Mobile™ registration at anytime by selecting the "Deregister" button in the Pay2Mobile™ section in the Cumberland Internet Banking service. When you deactivate your registration you will receive confirmation of this in the Cumberland Internet Banking service.

7.6 We may suspend your use of the Cumberland Internet Banking service, the App and Paym service 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 service or the App without delay, through the Cumberland Internet Banking service or via the Website.
- 7.8 In order to receive payments using Pay2Mobile™ and Paym services, you will need to sign up to do so via the Cumberland Internet Banking service and notify us in writing of the mobile telephone number of the mobile device you wish to use in order to receive Pay2Mobile™ payments (if we do not already hold this). As part of the registration process you will need to register that mobile number for the purpose of receiving Pay2Mobile™ payments. That number will be linked to the account with us that you will nominate to receive payments.
- 7.9 In registering to receive payments using Pay2Mobile™ and Paym services, you authorise us to disclose your full name and mobile number to other customers using the Paym service to send (or enquiring to send) payments. You also authorise us to disclose your full name, mobile number and other relevant personal data to other third parties that operate, supply and/or use the Paym service.
- 7.10 If, when you use the App and Paym service, you receive payments that were not intended for you, you:
- must tell us as soon as possible; and
 - authorise us to debit your account with the funds you wrongly received.
- 7.11 You can only register one account at a time to receive payments using Pay2Mobile™ and Paym services. If you wish to register your Cumberland internet banking account to be able to receive payments but have already registered an account held with another financial institution for use with Paym, you will first need to deregister that other account before being able to register your Cumberland internet banking account.

8. Joint accounts

8.1



- If you have a joint account with us the Cumberland Internet Banking service is available for you to use provided that any of you can authorise us to make transactions on your behalf. The Cumberland Internet Banking service and the App are not available on joint accounts where more than one of you is required to authorise transactions.
- 8.2 If you have a joint account, any of you can register to make or receive (or make and receive) Pay2Mobile™ payments independently of the other(s). When you receive payments, however, the name of your joint account will be displayed to the payer, and in registering to receive payments you are confirming that all the joint account holders consent to the name of the account being displayed on payers' mobile devices.
- 8.3 If as a joint account holder you apply to use the Cumberland Internet Banking service you are confirming that all other account holders are happy for you to access your account(s) via the Cumberland Internet Banking service. These terms and 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 service 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 service and the App 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 service, or that they never authorised you to operate the account via the Cumberland Internet Banking service or the App, we will end your use of the Cumberland Internet Banking service immediately.
- 8.6 If you are changing your address, each account holder must advise the Society of their new details as per section 5 above.

9. Cumberland Text Alert service

9.1



This condition 9 applies to the Cumberland Text Alert service by which we will send you an SMS text message if your account balance falls below a certain sum, if you have requested payment processing alerts or if you have opted to have account access text alerts, all of which you will have set via the Cumberland Internet Banking service.. In registering for the Cumberland Text Alert service you will be accepting these conditions, and we recommend that you download or print off a copy and keep it in a safe place in case you have any queries about the Cumberland Text Alert service. You should be aware that you may be charged by your mobile network provider for receiving any text alerts, particularly if you are abroad.

- 9.2 You must register, select the alerts you wish to use or cancel your registration for the Cumberland Text Alert service via the Cumberland Internet Banking service. To do so, you will need to nominate one mobile telephone number to which text alerts will be sent. For balance alerts, you will be asked to set an account balance limit so that if the money in your account falls below that level we will send you a text alert to advise you of the current balance and the available balance (that is, the balance available to you including any agreed overdraft limit) on your account. For joint accounts, each customer must register separately for the Cumberland Text Alert service and each customer may set different balance limit alerts. Customers holding more than one account with us may register for text alerts for each account using the same mobile telephone number.
- 9.3 You can select to receive payment processing alerts when your payment has been processed successfully. You will always be contacted by us if a payment has failed.
- 9.4 You can select to receive text alerts when your access to the Cumberland Internet Banking service has been locked or when your access code is changed. Both of these alerts will be switched off by default but can be enabled by you should you wish to use them.

9.5



Bank Working Days

Saturdays

Balance limit alerts will be sent on Bank working days only, after 5.00 pm on Bank working days and after 3.00 pm on Saturdays. If the balance does not return and remain above the balance limit you have set for balance limit alerts by the end of the next Bank working day after the day when the text alert is sent to you, we will not send you any further text alerts. If you wish to change your balance limit alert (by deleting the existing limit and setting a new limit) you will need to do so via the Cumberland Internet Banking service before 5.00 pm on Bank working days and by 3.00 pm on Saturdays for the change to take effect on that day. Any changes after that time will not take effect until the next Bank working day.

9.6

Payment processing alerts will be sent after 8.30 am on Bank working days and after 9.30am on Saturdays.

9.7

If you wish to change the telephone number to which text alerts will be sent, you should visit your local branch or call our Customer Service Team on (01228) 403141 to arrange to change it. We will make reasonable efforts to provide the Cumberland Text Alert service but we will not be liable for any failure to do so owing to circumstances beyond our control, such as essential maintenance to our systems or the systems of third parties we use to provide the service, power failure, phone network unavailability or lack of mobile coverage in any particular area.

9.8



You must advise us as soon as possible by calling our Customer Service Team on (01228) 403141 if you lose your mobile telephone or other device. We will not charge you for the Cumberland Text Alert service. However, we may introduce a charge for your use of it in the future, in which case we will give you at least 30 days' prior written notice, during which time you will be able to cancel your registration for the service without notice.

10. Miscellaneous

10.1

If you receive an e-mail, text message or other request asking you to divulge your personal details, customer number, access code, User Name, Memorable Word, passcode or any one-time password code, or requesting that you login 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 service or the App.

10.2

These terms and conditions are in English, which is the language we will use in all communications with you.

- 10.3 You are entitled at any time while you are registered to use the Cumberland Internet Banking service or the App to request us to provide you with a copy of these terms and conditions, which are also available from the Website.

11. Governing law



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

The Cumberland For Business

Terms and conditions for the use of Cumberland Internet Banking service by business customers.



Cumberland Internet Banking service includes additional features which enable businesses to manage their banking online. Users of the Cumberland Internet Banking service are able to register to receive, but not send, payments using the Pay2Mobile™ and Paym services.

These additional terms and conditions govern the use of the Cumberland Internet Banking service with your business current and business e-savings accounts. They are in addition to, and should be read together with, the above, the Cumberland Savings & Current Account Terms & Conditions and the terms and 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 additional terms and conditions will prevail in relation to your business use of the Cumberland Internet Banking service.

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

account daily limit	the limit for the total value of payment transactions which can be set up each day from each account held by you by delegated users
daily payment limit	the daily limit which either you choose or we allocate to your accounts for the total value of payment transactions which can be paid from your current account via the Cumberland Internet Banking service during any 24-hour period
delegated user	a user of the Cumberland Internet Banking service who is authorised by the primary business user to use the Cumberland Internet Banking service
event alerts	an additional security feature of the Cumberland Internet Banking service which allows the primary business user to choose that you are notified by secure message or SMS text message when a delegated user carries out specified activities
User Name	the name you may choose to identify yourself instead of your enterprise number and user sign on when using the Cumberland Internet Banking service
permissions	the levels of access given to delegated users by the primary business user governing the activities they are authorised to view and carry out on the accounts
primary business user	your main user of the Cumberland Internet Banking service. A primary business user who has full access to all your internet-enabled accounts also has authority to nominate and suspend delegated users, set up delegated users' permissions and account daily limits and choose that you receive event alerts.

2. General terms

2.1 Use of the Cumberland Internet Banking service is available to sole traders, partnerships, limited companies, limited liability partnerships, trustees, clubs and societies.

2.2 Use of the Cumberland 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 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 Internet Banking service by any primary business user or delegated user (other than delegated users with view only access).
- 2.5 As a primary business user, in registering to receive payments using the Pay2Mobile™ and Paym services, you authorise us to disclose your business account name and mobile number to other customers using the Paym service to send (or enquiring to send) payments to you. You also authorise us to disclose your business account name, mobile number and other relevant personal data to other third parties that operate, supply and/or use the Paym service.

3. Security

3.1



Any request for changes to primary business users or delegated users or to terminate your access to the Cumberland 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 Internet Banking Service.

Cumberland House, Cooper Way, Parkhouse, Carlisle, CA3 0JF
01228 403141

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

A member of the Building Societies Association
Cumberland Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and is entered in the Financial Conduct Authority's Register under Register Number 106074.

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