

## CUMBERLAND MOBILE BANKING APP TERMS & CONDITIONS

These conditions relate to the use of our Cumberland Mobile Banking App service and the Paym mobile payments network and are in addition to the Cumberland Internet Banking Terms and Conditions. They should also be read in conjunction with our 'How to Protect Yourself from Fraud' leaflet.

### Meaning of words and expressions used in these terms and conditions

<i>App</i>	our Cumberland Mobile Banking App for mobile devices which use the Android or iOS (used by the iPhone) operating systems and which are capable of meeting the minimum specifications as updated from time to time
<i>Cumberland Internet Banking Service</i>	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.
<i>mobile device</i>	a mobile telephone, tablet or other digital device.
<i>Pay2Mobile™</i>	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.
<i>Paym</i>	the mobile payments network, operated by Mobile Payments Service Company Limited.
<i>Paym mobile payments</i>	payments made using your mobile device or payments received where the payer has used their mobile device
<i>we, us, our</i>	Cumberland Building Society

### App licence (this condition only applies to you if you have downloaded the App)

Our App allows you to make payments to other Cumberland customers and customers of other financial institutions who have registered to receive payments via the Paym mobile payments service. Our App also allows you to logon using Touch ID view balances, make transfers between Internet enabled accounts and to make payments to verified payees previously set up in the Cumberland Internet Banking service. Our App also allows you to view your transactions (on eligible accounts), set your overseas travel details, view your last 6 eStatements, switch between your personal and business accounts (if applicable) and view pending payments. There are also customisation options.

While the App is installed on your mobile device, we grant you a licence to use the App subject to the terms and conditions set out below. By downloading and installing the App on to your mobile device you accept the terms of this licence.

You must only install the App from a site approved by us.

You cannot transfer or assign this licence to use the App to any other person.

We may update the App in future and make those updates available to you. The terms of this licence will apply to any such updates, which may also be subject to additional terms that we will provide to you at the time we provide the updates. You may not be able to use the App until you have downloaded the latest version of it and accepted any additional terms and conditions.

You may need to upgrade the operating system on your mobile device if we change the versions on which we run the App.

You must not copy or in any way reproduce or attempt to reproduce or otherwise make available to others the App in whole or in part.

You must not alter, adapt, vary or modify, disassemble, decompile or reverse-engineer the App.

Please note that Apple or Google can withdraw the App at any time. We will let you know of this in advance if we are able to do so.

If you have a complaint concerning the App, please notify us in accordance with our complaints procedure which is available from our website [www.cumberland.co.uk](http://www.cumberland.co.uk).

If you use the App abroad, you will need to comply with any local restrictions on downloading or using the App.

We can end this licence and your use of the App immediately for the reasons set out in condition 7.2 of the Cumberland Internet Banking Terms and Conditions and for any other reason on giving you at least two months' notice.

You can end this licence and your use of the App at any time by deleting the App from your mobile device.

You must delete the App from your mobile device if you change your mobile telephone or dispose of it.

Whilst we will not charge you for use of the App, your internet service provider may charge you for internet access on your mobile device. However, we may introduce a charge for your use of the App 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 end your licence to use the App by deleting it from your mobile device.

### **Registration**

To register for the App you will need your Cumberland Internet Banking log-on details. When enrolling for the App we will send you by SMS text message (to the mobile telephone number that you have registered with us) a one-time security code to enter into the App, following which you will choose a 5-digit passcode which you will be required to enter each time you access the App. If you choose to use it, you can also set up use of Touch ID for future logon to the App.

If you forget your passcode, in order to use the App again you will need to re-enter your Cumberland Internet Banking log-on 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.

If you are a business customer (or a delegated user on a business account), registering for the App means that you will have access to both your business and personal accounts, with the ability to switch between them as required.

Once registered, for your convenience, each time you log on, your customer number will be displayed on the welcome screen.

### **Pay2Mobile™ and Paym**

Pay2Mobile™ and Paym allow you to make or receive (or make and receive) sterling payments via internal transfer, the LINK network or the Faster Payments Service using your mobile device from or into your personal current account with the Society. You can agree to make payments only or receive payments only, or both make and receive payments via Pay2Mobile™ and Paym. Payments from or into your account will be made to or from current accounts held by other Cumberland customers and customers of other financial institutions who have registered to use Paym.

If you have a joint account, any of you can register to make or receive (or make and receive) 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.

You can now register for Pay2Mobile™ within the App, using the Pay2Mobile registration link within the App menu.

### **Receiving Pay2Mobile™ payments**

As part of the registration process you will need to register the mobile telephone number (that you will have previously notified us of in writing) for the purpose of receiving Pay2Mobile™ payments. That number will be linked to the account with us that you will nominate to receive Pay2Mobile™ payments.

If, when you use Pay2Mobile™ and Paym, 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.

### **Making Pay2Mobile™ payments**

In order to make Pay2Mobile™ payments using the App you will also need to link your mobile telephone number with any accounts you hold with us which you choose to make Pay2Mobile™ payments from.

When making Pay2Mobile™ payments via the App, you must ensure that the payee's information, that is, their mobile telephone number and the name of their account, is current and correct. If it is not, then the payment may be returned or may be made to the wrong person. Because Pay2Mobile™ payments are normally sent as soon as you authorise them, you will not be able to instruct us to stop a Pay2Mobile™ payment.

To enable you to make payments via the App, the App will access (although it will not store) your list of contact telephone numbers on your mobile device and, in downloading the App, you consent to those numbers being accessed for the purpose of making payments.

We will allow you to make Pay2Mobile™ payments, via the Pay2Mobile™ option, within financial limits set by us. We reserve the right to vary this limit.

It is essential that you ensure that the mobile telephone number you use in order to make or receive Pay2Mobile™ payments is your current mobile telephone number. You will need to notify us of any changes to that number in writing, by post or by delivering your confirmation to one of our branches as soon as it changes. We will

not accept notification of any changes by telephone or via the Cumberland Internet Banking service.

### **Making Other Payments**

Our App also allows you to make transfers between your Cumberland Internet Banking enabled accounts and to make payments to external accounts and third parties. For details of the financial limits imposed and conditions on such transactions, please see Section 3.2 of the Cumberland Internet Banking Terms and Conditions.

### **Acting on your instructions**

For details on how we act upon your instructions please refer to Section 5 of the Cumberland Internet Banking Terms and Conditions.

Our App contains a messaging service as a secure means of communication between you and Cumberland Building Society. Our App allows you to receive, create and reply to secure messages. For further information, please refer to section 6 of the Cumberland Internet Banking Terms and Conditions.

### **Sharing your information**

As Pay2Mobile™ and Paym enable you to send or receive money, we will need to let your payees have your details and you authorise us to disclose your full name and mobile number when you use the App to send money and to display this information in messages sent to your payees.

If you post comments and/or feedback about the App, what you say will automatically become our property and we may use it but will not be obliged to mention you when doing so, nor will we be obliged to compensate you.

We will process your personal data in accordance with our Privacy Notice available at [cumberland.co.uk/privacy](http://cumberland.co.uk/privacy).

### **Cookies and HTML5 Local Storage**

By using the App you agree to us accessing details about your device to enable registration and authentication of your use of the App. You also agree to the App using cookies and HTML5 Local Storage, which are essential for it to work. Go to <http://www.cumberland.co.uk/information/privacy> for more details on cookies and HTML5 Local Storage.

### **Security**

Because the App can be used to make payments from your account, you must keep your mobile device secure and not leave it logged into the App.

You must keep your log-on details (access code and 5-digit passcode) for the Cumberland Internet Banking service and the App secret.

You must not install the App on a jailbroken or rooted device (i.e. a handset which has had its default operating system restrictions removed). If you do and as a result transactions take place on your account that you did not authorise, you will be liable for all such transactions.

You must not allow anyone else to store their fingerprint(s) on your phone for use in logging onto apps. For security reasons and to ensure the safety of Touch ID within the App, you should store your own fingerprint(s) only.

You must follow all security measures recommended by:

- the manufacturer of your mobile device, for example the use of PINs for internet access, and
- by Apple or Google that apply to your use of the App or your mobile device.

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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