

Mobile app terms and conditions

Valid from 3 December 2024

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1. Introduction

These app conditions confirm the agreement between you and the Society whenever you use the app. To use the app you must read and accept them as you will be legally bound by all the terms in this document.

You can obtain a copy of the app conditions at any time on the website www.thenottingham.com.

2. In these app conditions

In the app conditions:

- 'account' means your Nottingham Building Society online savings account;
- 'we', 'us' and 'our' refer to Nottingham Building Society and includes our successors and anyone we transfer our rights in respect of an account to;
- 'app' means the Nottingham Building Society app;
- 'the Society' refers to Nottingham Building Society;
- 'you' and 'your' refers to the holder of the accounts, and includes your personal or other legal representatives;
- 'normal opening hours' means between 9.00am – 5.00pm on working days. Office hours may be reduced at certain times, such as Christmas and New Year. Up to date opening hours can be found on the website;
- 'working day' means a day other than a Saturday, Sunday or a bank or public holiday;
- 'nominated bank account' means the UK bank or building society current account linked to your account; and
- 'secure message' is a message that is sent or received in the secure environment and can only be accessed by logging in using your email address and password.

Generally, all communication with you about your account or any notice will be by secure message or email. This is what we mean when we say 'in writing'. However, we may also telephone you, send you an SMS or push notification, or contact you by post or can place notices on the website or the app. Contact us if you want any information in a different way.

If we become aware of an actual or suspected fraud or a security threat affecting any of your accounts, we'll contact you on your mobile telephone. If we can't reach you by mobile telephone, we'll contact you by email or post.

Generally, you should contact us by secure message or webchat. However, in certain situations where you need to get in touch with us urgently you may use the telephone number provided in the Online Conditions or contact us by post.

3. How to contact us

You must contact us via the secure messaging service in the app for anything related to your account.

4. Who can use the app

The app is available to online customers.

We're giving you the right to use the app and the services as set out in these app conditions. You can't transfer the app or the services to someone else.

If you download or stream the app onto any phone or other device not owned by you, you must have the owner's permission. You are responsible for complying with these app conditions, whether or not you own the phone or other device.

5. Using the app

You may:

- use the app to access our services on your device for personal purposes only. This includes:
 - to open online savings accounts;
 - to view balances and recent transactions for accounts; and
 - to transfer to other accounts. Please note that payment limits and restrictions may apply to transfers to other accounts – see the special conditions for details;
- use the app to transfer money to a nominated bank account held in your name. Please note that payment limits and restrictions may apply to transfers to other bank accounts; or
- use any documents relating to the app that we make available to you; and
- receive and use any free software or update of the app we provide.

You agree that you will comply with all applicable laws and regulations that apply to the technology used or supported by the app or any of our services.

You must not:

- make the app or our services available to anyone else;
- copy the app and any documents related to the app or our services unless you need to do this to be able to use them or for security reasons;
- change the app, any documents related to the app or our services;
- let the app, any documents related to the app or our services be combined with any other programs. This won't apply if you need to do this in order to use the app and the services on devices;
- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the app or our services. This includes trying to do these things. However, if we can't restrict under law you doing any of these things, this won't apply and you won't be restricted in how you use the app to the extent that we need to allow you to do these things to ensure we are complying with law and regulation;
- use the app or any of our services:
 - to do anything illegal;
 - in breach of the Conditions; or
 - fraudulently or maliciously;
- infringe our intellectual property rights or those of any third party in relation to your use of the app or any of our services;
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the app or any of our services;
- use the app or any of our services in a way that could negatively affect our systems or security or interfere with other users; or
- collect or harvest any information or data from any of our services or systems or attempt to decipher any transmissions to or from the servers running them.

If you knowingly participate in any of the prohibited activities outlined in the 'You must not' section above, we can:

- suspend or terminate your use of the app; and / or
- suspend or terminate your account.

6. App charges

We don't charge you for using the app. Your internet or network service provider may charge you for using data on your smart phone or tablet.

7. Changing the app conditions

We can change the app conditions if we reasonably believe that the change is needed for any of the following reasons (that may relate to circumstances existing at the time or those that will apply in the near future):

- to respond to changes in the law or the decisions of a court or the instructions of a regulator or an ombudsman;
- to meet relevant regulatory requirements;
- to make the terms clearer and fairer;
- to provide you with extra benefits or services;
- to respond to new (or changes to) statements or codes of practice or industry guidance which apply to us or which we have agreed to follow.

Any changes we make to the app conditions will be proportionate to the circumstances giving rise to the change.

If we need to change anything about the app, we'll tell you about the change:

- 14 days in advance, if it negatively affects how you use the app; or

- after we make the change, if it benefits you or doesn't affect how you use the app.

If we have to make a change to the app conditions, sometimes we might ask you to read and accept the new app conditions. You will have to do this before you can continue using the app. A full version of the updated app conditions will be available on our website www.thenottingham.com

8. Suspending your use of the app

We can restrict or suspend your use of the app for no reason if we tell you 30 days before.

We can restrict or suspend your use of the app straight away if:

- something happens where we think it might be necessary in order to protect users – for example, a security breach;
- you've told us that, or we have reason to believe that, your details have been compromised, used without your authorisation or used fraudulently or your account is under review; and/or
- we are obliged to do so by law, regulation, a court order or the instructions of a regulator or an ombudsman.

As long as it wouldn't be unlawful for us to do so, or it would not compromise reasonable security measures:

- we'll tell you that we intend to restrict or suspend your use of the app in advance. If for any reason we are unable to tell you before we do so, we'll tell you by telephone or email afterwards without delay; and
- we'll explain our reasons for restricting or suspending your use of the app.

We'll remove the restriction or suspension of your use of the app as soon as possible after the reasons for the restriction or suspension no longer apply.

You must tell us as soon as possible if your email address, mobile phone number or one time passcode (OTP):

- become known by, or if you think they may be known by, anyone else; or
- if you become aware that someone else has used or attempted to use them and you have been unable to change your password.

You can tell us by calling 0800 953 0136 or using the security features in the app.

9. Ending your use of the app

You can terminate the app conditions by removing the app from your device. Until you do this, or we end your use of the app, the app conditions will apply.

It is your responsibility to delete the app from your device if you change or dispose of your device or if you no longer require this service. If you delete the app you will need to reregister to use it.

To reregister, we may ask you to use a different mobile number and email address to the one you registered with initially. This is because a mobile number and email address can only be used once in the app at any time.

We can end your use of the app for no reason if we tell you 30 days before.

We can end your use of the app straight away where:

- something happens where we think it might be necessary in order to protect users – for example, a security breach;
- you've told us that, or we have reason to believe that, your details have been compromised, used without your authorisation or used fraudulently or your account is under review – for example, if your username or password is quoted incorrectly three times in the same transaction request, we'll assume that your account's security has been compromised;
- you have been threatening or abusive towards our staff;
- you've given us any false information in relation to your account – for example, if we wouldn't have accepted your application if you had given us accurate information;
- you weren't entitled to open the account;
- you seriously or repeatedly breach these Conditions;
- your account has become overdrawn and you do not repay the amount owed when we ask you to do so;
- we believe you or someone else is using the account illegally or for criminal activity;
- we are told that you are subject to a bankruptcy or something similar, or you have entered into a voluntary agreement with your creditors;
- we are obliged to do so by law, regulation, court order or the instructions of a regulator or an ombudsman; or
- the contract between us is void or unenforceable at law.

10. Your privacy

We collect personal information about you when you apply for products or make use of our services.

Your right to privacy is very important to us. We take the security of your information seriously and have strict policies and processes in place to ensure it remains safe. Our privacy policy describes the way we collect information, how we use it and how we protect it.

The privacy policy is available on our website www.thenottingham.com

11. What you can do to protect your account

The app gives you access to your accounts, so you need to make sure you don't allow anyone to log into your account through the app.

Always keep your phone or tablet secure and log out of the app when you're not using it.

Do not let anyone see your security data.

Some devices allow you to use your touch/fingerprint or face ID for logging into the app. If you enable this feature, then anyone whose touch/fingerprint or face ID is registered on your phone or tablet may be able to log into the app. You must not activate this feature if you allow other people to access your phone or tablet using their touch/fingerprint or face ID. You should delete any other touch/ fingerprint or face ID registered on the device first; otherwise, transactions made by anyone else who has their touch/fingerprint or face ID registered on the device will be treated as being authorised by you.

Don't install or use the app on a jail-broken or rooted device. These have had their security features changed in order to work making them less secure and fraudsters could access your phone or tablet and steal your information or money.

Don't use the app in a way that could damage it or stop it from working or affect our systems or other users.

Always check your last log in date/time to ensure there is no unrecognised activity. Regularly check your account transactions and balances. If you don't recognise a transaction please contact us. We'll conduct an appropriate investigation and this may include blocking your usage of the app if necessary.

If your account has been compromised, we'll try to help you recover your money.

12. Our responsibilities to you

We will aim to ensure that the app is available 24 hours a day, 7 days a week. Transactions made between midnight and 6am may not be processed until 6am due to data and technical updates also happening at this time.

There may be instances where we are required to carry out maintenance or updates. In such cases, access to the app may be interrupted and we'll do our best to tell you in advance.

We aren't liable for any loss or damage you suffer as a result of our failure to provide all or part of the functionality and the features of the app:

- when we carry out maintenance or updates;
- for any unforeseeable reason; or
- for any reason that is beyond our control and we could not have prevented.

The app is for domestic and private use only. If you use the app for any other purpose, we'll have no liability to you for any losses you may suffer. Although we make reasonable efforts to update the information provided by the app and our services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date.

The app and our services have not been developed to meet your individual requirements. Please check that the facilities and functions of the app and the services meet your requirements.

13. Support for the mobile app

It is your responsibility to ensure the app works on your device or on the version of the operating system running on your device.

There may be occasions where we issue updates to the app. You must regularly check and download these.

We may stop supporting the app on your device or on the version of the operating system running on your device. In such cases you will no longer be able to access the app until you have obtained a new device which is supported or you have updated the operating system. This may require you to download and re-register your details on the app.

14. Intellectual property

All intellectual property rights in the app, any related documents and our services belong to us. You have no intellectual property rights to the app, any related documents, or our services other than to use them in line with the app conditions.

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