

# Digital Banking Services

## Terms and Conditions

- Section A** Digital Banking Services - Universal Terms and Conditions
- Section B** Telephone Banking Terms and Conditions
- Section C** Internet Banking Terms and Conditions
- Section D** Banking App Terms and Conditions

### Section A

## Digital Banking Services - Universal Terms and Conditions

### 1. Who we are

- 1.1 These conditions are between you (the customer) and us. They apply to the Digital Banking Services (described below). In these Conditions when we talk about 'Clydesdale', 'Yorkshire', 'Virgin Money', 'we', 'us' and 'our' we mean Clydesdale Bank PLC. Registered in Scotland (No. SC001111) with Registered Office 30 St Vincent Place, Glasgow, G1 2HL.

### 2. What are Digital Banking Services?

- 2.1 These Terms and Conditions ("Conditions") cover use of the following services provided by Clydesdale Bank PLC (whether via Clydesdale, Yorkshire or Virgin Money):
- 2.1.1 Telephone Banking;
  - 2.1.2 Internet Banking; and
  - 2.1.3 Our Banking Apps.
- 2.2 In these Conditions we use the term "Digital Banking Services" to cover all of the above and each one is a "Digital Banking Service".
- 2.3 The terms set out in Section A of these Conditions (Digital Banking Services – Universal Terms and Conditions) apply to all Digital Banking Services. In addition to these general conditions:
- 2.3.1 if you are using Telephone Banking, the terms in Section B apply;
  - 2.3.2 if you are using Internet Banking, the terms in Section C apply; and
  - 2.3.3 if you are using the Banking Apps, the terms in Section D apply.
- 2.4 These Conditions work alongside the terms and conditions for the account or product which we allow you to use with the Digital Banking Services (e.g. the terms for your current account or your credit card). We refer to those terms as the 'Account Terms'. So for example, if you use the Clydesdale Bank app, the Banking App conditions set out in Section D below work alongside the Terms and Conditions and the Tariff for Clydesdale Bank accounts and any other account we allow to be used with the Clydesdale Bank app. If there's a conflict between these

Conditions and your Account Terms, your Account Terms will take precedence.

- 2.5 You can find copies of your Account Terms on our websites.
- 2.6 You should read these Conditions carefully before accepting them. You may wish to print them and keep them safe for future reference. A copy of these Conditions will be available on our website. If you've any questions about these Conditions, please contact us. You can get in touch by visiting a branch or calling the phone numbers on our website (at the "Contact Us" or "Get Help" sections).

### 3. Who can use the Digital Banking Services

- 3.1 To use any of the Digital Banking Services you must have a product with us which we agree can be used with the relevant Digital Banking Service.
- 3.2 To use the Banking Apps you must be over eleven (11) years old.
- 3.3 To use Internet Banking or Telephone Banking you must be over sixteen (16) years old.
- 3.4 To use the Banking Apps you must have a compatible mobile phone and/or tablet to access the full range of features (in these Conditions we call these "Devices").
- 3.5 If you want to receive SMS Alerts you must have a UK mobile number starting with 07.

### 4. Keeping your Account Safe

- 4.1 When you set up any Digital Banking Service to keep your account secure you will need to set up security passcodes, passwords and similar. In these Conditions we call these your "Security Details". As long as our systems have checked your identity by verifying Security Details we will assume that we are dealing with you and that you have agreed to us disclosing information to you and acting on any instruction without getting further confirmation from you.
- 4.2 Except where you are logging or signing in to a Digital Banking Service we will never ask you to tell us your Security Details (e.g. by calling you or emailing you) so please don't share them with anyone, even if they say they're from Clydesdale Bank, Yorkshire Bank or Virgin Money.
- 4.3 You agree:
- 4.3.1 not to give your Security Details to anybody (even if it looks like we may have asked you for them);
  - 4.3.2 not to write down your Security Details in a way that they could be understood by anyone else;
  - 4.3.3 to make sure no-one else sees you enter your Security Details when you're using a Digital Banking Service;
  - 4.3.4 to follow all instructions or "Alerts" (such as emails, push notifications and SMS messages) which come from us; and
  - 4.3.5 to check your account records carefully.

4.4 You must tell us as soon as you can if:

- 4.4.1 someone else knows your Security Details (or you think they may do);
- 4.4.2 you see any mistakes or unauthorised payments in or out of your account; or
- 4.4.3 you think someone else has or has tried to get into your account.

4.5 If any of the above happens, you should change your Security Details:

- 4.5.1 for the Banking Apps, from within the banking app using another registered device;
- 4.5.2 for Internet Banking, by using the options on the internet banking website; and
- 4.5.3 for Telephone Banking, by calling us immediately to select new telephone Security Details.

4.6 You must call us as soon as you can if your mobile, tablet, laptop or computer that you use with a Digital Banking Service (or which syncs to your Device) to has been lost, stolen or fraudulently accessed.

4.7 We may ask you to change your Security Details for operational or security reasons.

## 5. Joint Accounts

5.1 All joint account holders can independently use the Digital Banking Services. If payees (what we call the person, company, charity or other organisation you're paying) are created on joint accounts using a Digital Banking Service, all account holders will be able to view, use, amend or cancel them if they have an account which can be used with the Digital Banking Service and (where relevant) they have a separate Device to access the Digital Banking Service.

## 6. Nominated Users

6.1 You'll be able to nominate other people aged sixteen (16) years or over ("Nominated Users") to use the Digital Banking Services on your behalf. If you are a Nominated User these Conditions apply to you as if you were the customer.

6.2 A Nominated User who has been nominated by you may use the Digital Banking Service(s) in the same way as you can (provided this does not conflict with any restrictions we place on Nominated Users from time to time).

6.3 We will assume that anything a Nominated User does using the Digital Banking Services has been authorised by you. You will notify us in accordance with Paragraph 15.2 if a Nominated User should only have restricted access to or use of an account (for example, only to access financial information about an account) or if they should no longer be able to use the Digital Banking Service. We will endeavour to comply with any reasonable instructions regarding restrictions on your Nominated Users so long as they are compatible with our systems (we will inform you if they are not).

## 7. Charges

7.1 We do not charge you to use the Digital Banking Services however there may be other fees imposed by your communications services (e.g. telephone, mobile network or Wi-Fi provider) for using the Digital Banking Services and receiving Alerts whether in the UK or abroad.

## 8. Automated Payments

8.1 You can instruct us using the Digital Banking Services to transfer money between any of your accounts that can be used on the

relevant Digital Banking Service or to make automated payments (including bill payments) on your behalf. You're responsible for all the instructions authorised by you using the Digital Banking Services as well as those made by another person with your knowledge or consent (including any Nominated User). For further details on payments and transfers please refer to your Product Terms.

8.2 When using a Digital Banking Service, standing orders or Direct Debits must be cancelled at the latest before 16:00 on the working day before the processing date, otherwise the cancelation will not apply until the next payment date.

## 9. Availability and Functionality

9.1 You can usually use the Digital Banking Services at any time but sometimes repairs, updates and maintenance on our systems and those of our suppliers may mean that some of the features may be slower than normal or temporarily unavailable. We won't always be able to let you know when a Digital Banking Service won't be available and we won't be responsible for any losses you suffer as a result of such unavailability or where the Digital Banking Service is not working properly for other reasons outside of our control.

9.2 If a Digital Banking Service is not available it's up to you to use other ways to make your transactions or obtain/ give information to us (e.g. by using another Digital Banking Service or visiting in-branch).

9.3 The money management features within the Digital Banking Services (e.g. future projections) look at your historic behaviour and estimate your future actions based on that information. Any illustrations, projections and automatic "tagging" of any transactions are only indicative and are based on the information provided by you and your past transactions. Nothing contained in the Digital Banking Services constitutes advice.

## 10. If you didn't authorise a payment

10.1 Unauthorised, incorrect or failed payments from an account or product you use with the Digital Banking Services will be dealt with as set out in the relevant Account Terms together with clause 10.2 below.

10.2 If unauthorised payments are made from your account and you (or your Nominated User) have either deliberately or by being grossly negligent failed:

- 10.2.1 to keep your Device or Security Details secure (in the ways mentioned in the "Keeping your account safe" section above); or
- 10.2.2 to tell us as soon as possible on becoming aware that your Device or Security Details have been compromised or misused.

We won't refund any payments and you may be responsible for all losses that were made before you tell us that the Device or Security Details have been compromised or misused.

## 11. Changes in the Digital Banking Services/ Conditions

- 11.1 When you sign up for a Digital Banking Service you must accept the Conditions for using that Digital Banking Service.
- 11.2 Each Digital Banking Service may be updated without changes to these Conditions and you should log into or access your Digital Banking Services regularly to check what's changed.
- 11.3 The Digital Banking Services may also be updated in a way that makes a change to these Conditions. If that happens you'll be notified at least two months before the change is made, unless

it has to be changed sooner to meet a regulatory requirement (such as any law, rules made by the Financial Conduct Authority, Prudential Regulation Authority or other regulatory body, a decision made by a court, ombudsman or similar body, or any industry guidance or codes of practice we have to comply with).

- 11.4 If you don't agree to the changes, you can stop using the Digital Banking Service whenever you like. Unless you choose not to accept the change and stop using the Digital Banking Service before the change is made, we will assume you've accepted the change.

## 12. Removing access to Digital Banking Services

- 12.1 We may stop you using a Digital Banking Service immediately if:

- 12.1.1 your account or the Digital Banking Service is at risk;
- 12.1.2 we suspect there's unauthorised or fraudulent use;
- 12.1.3 there's a risk that you won't be able to repay any credit you've been given; or
- 12.1.4 you are a Nominated User and the customer asks us to stop your use at any time.

- 12.2 If you're stopped from using a Digital Banking Service, you'll be told beforehand or as soon as possible afterwards.

- 12.3 We may stop you from using a Digital Banking Service (and cancel this agreement) for any other reason by giving you two months' notice.

- 12.4 We may remove your access to a Digital Banking Service immediately if:

- 12.4.1 you're made bankrupt or you enter into a voluntary arrangement with the people you owe money to;
- 12.4.2 you seriously or persistently breach these Conditions;
- 12.4.3 we reasonably believe that someone else may have rights over funds in the account (for example another joint account holder) or there's a dispute; or
- 12.4.4 your account is closed or if you no longer have a product covered by the Digital Banking Service.

## 13. Your right to cancel

- 13.1 You can cancel this agreement without charge at any time by notifying us in writing or by calling the phone numbers on our website (at the "Contact Us" or "Get Help" sections).

## 14. Other Information

- 14.1 You may not assign or transfer your rights or obligations under these Conditions unless we agree to it. We may at any time assign or transfer all or part of our rights and/or obligations under these Conditions (including our right to payment of any money you owe) to any person. We can also disclose information held about you to such a person as far as reasonably necessary to help with the actual or potential assignment. Your rights under these Conditions and your legal rights will not be affected.

- 14.2 We can enforce these or any other rights at any time, even if we haven't insisted on enforcing them in the past.

- 14.3 If your address when you take out this agreement is in Scotland, Scots law will apply to the contract between us. If your address is elsewhere, English law will apply.

- 14.4 These Conditions are written and available only in English and you'll be communicated with in English regarding these Conditions and the Digital Banking Services.

- 14.5 Clydesdale Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121873.

## 15. How we can contact each other

- 15.1 We and you may contact each other by post, telephone, email, text or other digital means e.g. a secure internet mailbox.

- 15.2 You can send important notices, consents and other communications in writing to Symington House, Clydebank Business Park, 7-8 North Avenue, Clydebank, G81 2NT or over the phone unless we tell you otherwise or it's specified in these Conditions.

- 15.3 So that we can keep you informed of changes to the Digital Banking Services and anything else impacting the Digital Banking Services we will ask you to provide us with your email address and let us know if it changes (using the contact details on our websites). We won't use this email address to send you marketing communications unless you have given us permission to do that.

## 16. Information about you

- 16.1 You'll receive Alerts using the numbers and email addresses you've given us. You can find out about how we use and protect your data in our Privacy Policy which we have provided to you and which can be found on our website.

## 17. Complaints

- 17.1 If you're not happy with any product or service you've received please contact us (using the phone numbers on our websites) or at your local branch in person or in writing.

- 17.2 You can also get in touch with our complaints team whose up to date details can be found on our website or in the complaint handling leaflet which is available in branch. If our complaints team is unable to resolve your complaint within eight weeks or you're not satisfied with their response you may be able to refer the matter to the Financial Ombudsman Service.

- 17.3 You can find further details on the Financial Ombudsman Service website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). There's no fee for raising a complaint. You can contact them by post or phone:

- Financial Ombudsman Service  
Exchange Tower, London E14 9SR
- 0300 123 9 123 or 0800 023 4567

## Section B

### Telephone Banking Terms and Conditions

The terms and conditions in this section apply to your use of Telephone Banking in addition to the terms set out in Section A (Digital Banking Services – Universal Terms and Conditions).

#### 1. Use of the Telephone Banking Service

- 1.1 For Telephone Banking you agree to these Conditions when you complete the registration process and we confirm to you that the Telephone Banking service is available for you to use.

## Section C

### Internet Banking Terms and Conditions

The terms and conditions in this section apply to your use of Internet Banking in addition to the terms set out in Section A (Digital Banking Services – Universal Terms and Conditions).

#### 1. Use of the Internet Banking Service

- 1.1 For Internet Banking you agree to these Conditions from the point you accept these Conditions and we make the Internet Banking service available to you.
- 1.2 Access to Internet Banking will be denied if you repeatedly enter incorrect internet security details. If this occurs you should contact our Internet Banking Helpdesk.

#### 2. Security and Internet Banking

- 2.1 In addition to the terms set out in the “Keeping your account safe” section above, with Internet Banking you also agree:
  - 2.1.1 to always access Internet Banking through a computer that has security software installed including a firewall, anti-spyware and anti-virus software applications. It's your responsibility to make sure that all security software operating systems and browsers are maintained and updated on a regular basis;
  - 2.1.2 to keep the computer used to access Internet Banking safe;
  - 2.1.3 to always access Internet Banking by entering its website address via a web browser (unless we notify you otherwise);
  - 2.1.4 to never access Internet Banking from a link in an email;
  - 2.1.5 to never give a third party (such as your internet service provider) remote access to the computer you use to access Internet Banking; and
  - 2.1.6 to comply with all instructions we issue to you from time to time about internet banking security including those displayed and accessible on our website in the section entitled “Security”.
- 2.2 Always exit Internet Banking securely by clicking the “Log out” button on the screen. If you don't actively terminate your session with Internet Banking the session will stay active for a short period of time after your last action, after which it will automatically terminate.

#### 3. Transferring money between accounts and making payments

- 3.1 Once you have instructed a payment or transfer and confirmed on-screen when asked, you won't be able to cancel it (unless the payment or transfer is future dated).

## Section D

### Banking App Terms and Conditions

The terms and conditions in this section apply to your use of our Banking Apps in addition to the terms set out in Section A (Digital Banking Services – Universal Terms and Conditions).

#### 1. Using the Banking Apps

- 1.1 We may change the supported versions of the operating system at any time and some features may not be available on all platforms or operating systems. You agree that you won't download a Banking App from anywhere other than a store approved by us and your Device provider(s). You also agree that you won't install a Banking App on a rooted or jail-broken Device

or on a Device that's had the software or hardware modified from the manufacturer's specifications or has had its security features bypassed. You also agree you will not use a Banking App on a Device running operating system that is not generally available and supported on Devices (such as a beta or pre-release operating system).

- 1.2 You can register your Banking App on multiple Devices, however we will only send any SMS messages (including Alerts) to your registered mobile number.
- 1.3 There may be a maximum limit on the number of Devices you can sign up to a Banking App and your Device may be automatically deregistered from the Banking App if you haven't used it to access the Banking App for a reasonable period of time. You'll be able to sign up to the Banking App again on that Device, as long as you're within the maximum number of Devices allowed.
- 1.4 When a Banking App is updated you will need to download the updated version before you can use the Banking App again (your Device may be set up to do this automatically).

#### 2. Security

- 2.1 In addition to the terms set out in the “Keeping your account safe” section above, with the Banking Apps you also agree:
  - 2.1.1 to keep your Device safe;
  - 2.1.2 to delete or uninstall all Banking Apps from your Device before you dispose of your Device; and
  - 2.1.3 to keep your Device up to date with the latest operating system.
- 2.2 You should also lock your Device with a PIN or password or fingerprint login or similar biometric security checks on your device to prevent unauthorised access to your Device and, where appropriate, install anti-virus or anti-malware software.
- 2.3 If your Device allows you to use a fingerprint or similar personal identifier to access your Device or an app then only your fingerprint or similar personal identifier should be used and stored in the Device. Otherwise there is a risk someone else could access the Banking App. If you allow other people to access your device with their fingerprint or similar personal identifier you are responsible for anything they do using the Banking Apps.
- 2.4 Always exit the Banking Apps securely by clicking “Log out” on the menu. When you've been logged in but haven't done anything for a while or if you've been using the Banking App for more than 60 minutes you'll be automatically logged out.

#### 3. Transferring money between Accounts and making payments

- 3.1 Once you have instructed a payment or transfer and confirmed on-screen when asked you won't be able to cancel it (unless the payment or transfer is future dated).

#### 4. Mobile Cheque Deposits

- 4.1 The Mobile Cheque Deposit feature allows you to make deposits by capturing an image of the front and back of a cheque that's payable to you, then delivering the images and associated deposit information directly and securely to us. We'll send you an SMS notification as soon as we can to let you know if we've accepted or rejected the deposit. Your Account Terms also apply.
- 4.2 If you've deposited your cheque using a Banking App before 17:00 on a working day, the deposit will be available by 23:59 on the next working day (provided the payer has enough funds available to honour the cheque). Where any cheque



deposited into your account takes place after 17:00 on any working day or at any time on a day which is not a working day, it may not be processed until the following working day. In these circumstances, the following working day shall be treated as the date of deposit.

## 5. Licensing behind the Banking App

- 5.1 We give you a non-transferable, non-exclusive licence to use the Banking App (and any future updates of the Banking App that will be made available to you) but you must comply with the restrictions on use set out in this section. This licence is for your own personal banking use and you must not try to transfer the Banking App or make it available to anyone else or use it on any Device that does not belong to you and is not registered with us.
- 5.2 You must not remove or tamper with any copyright notice attached to or contained within the Banking App. You also agree that all ownership of the Banking App (and the software used by it) remains with us (or our licensors).
- 5.3 You must not copy, modify, alter or adapt any part of the Banking App or anything contained in it (including any source code).
- 5.4 By downloading and installing the Banking App you accept the terms of this licence. This licence begins when you install the Banking App on your Device and will terminate automatically when:
  - 5.4.1 you uninstall the Banking App on your Device;
  - 5.4.2 we end your use of the Banking App; or
  - 5.4.3 you fail to comply with these Conditions.
- 5.5 Some third parties may have the right to enforce some of these Conditions against you (and you accept that by agreeing to these Conditions). These may include:
  - 5.5.1 your mobile Device provider;
  - 5.5.2 Apple, and Apple's subsidiaries;
  - 5.5.3 your communication services provider; and
  - 5.5.4 any provider of the hardware or software your Device uses.
- 5.6 Portions of the Banking App utilises open source software. The terms of any open source licence covering the software may override some of these Conditions. For more information (including applicable licence terms) please visit our Help Centre in the Banking App.

## 6. Extra Conditions For Apple Devices

- 6.1 If you're using a Banking App on an Apple Device the following terms and conditions will apply. If there is a conflict between the terms below and the other terms in these Conditions, the terms below will prevail. If there is a conflict between the terms below and the App Store terms of Service, the App Store Terms of Service will prevail.
- 6.2 You acknowledge and agree that the licence granted for use of the Banking Apps in these Conditions extends to you and us and that Apple is not responsible for the Banking Apps or their content.
- 6.3 You acknowledge and agree that, as well as complying with these conditions, you'll comply with the Usage Rules in the App Store Terms of Service.

- 6.4 You acknowledge that Apple is not responsible for providing any maintenance and support for the Banking Apps.
- 6.5 If the Banking Apps fail to conform to warranty provisions, you may notify Apple and Apple may refund the purchase price of the Banking App (if applicable) and to the maximum extent permitted by law Apple will have no other warranty obligation whatsoever in relation to the Banking App and other claims, losses, liabilities, damages, costs or expenses from the Banking App's failure to conform to its warranty.
- 6.6 You acknowledge and agree that Apple isn't responsible for addressing any claims that you or any third party may have on the Banking Apps, or your possession and/or use of the Banking Apps including (but not limited to):
  - 6.6.1 product liability claims;
  - 6.6.2 failure to conform to any warranty; and/or
  - 6.6.3 claims under consumer protection or other relevant legislation.
- 6.7 You acknowledge and agree that, in the event of any third party claim that the Banking App and/or your possession and use of the Banking App infringes its intellectual property rights, Apple shall have no liability and/or responsibility whatsoever to investigate, defend, settle or discharge any such claim.
- 6.8 You agree that you don't live in a country that's subject to a US government embargo or that has been designated by the US government as a terrorist supporting country. You also agree that you're not listed on any US government list of prohibited or restricted parties.
- 6.9 "Apple" is a trademark of Apple Inc.

This document is available in large print, Braille and audio. Please ask us for details.