

# Online Terms & Conditions

These terms and conditions cover your use of the Marsden Building Society Online service. It should be read in conjunction with the General Retail Savings Account Terms and Conditions and the specific account terms and conditions to which you have access using Marsden Building Society Online. In the event of a difference, the account specific terms and conditions will apply.

Please do not register for Marsden Online if you do not accept these terms.

## 1. Definitions

In these conditions, unless the context requires otherwise:

“account” means any savings account with us which is held either in your own name or jointly with somebody else;

“account holder” means the person(s) in whose name the account is held;

“activation code” means the code we send to you to be used the first time you access your account details using Marsden Building Society Online or when your use of Marsden Building Society Online is being re-activated;

“agreement” Marsden Building Society Online terms and conditions

“memorable data” means the personal memorable data you select, as amended from time to time, which we use to check your identity when you access Marsden Building Society Online;

“Marsden Building Society Online” and “Online service” mean the service we provide to allow you to obtain information from us and to carry out transactions on your account(s) with us over the internet;

“Password” means the combination of letters, numbers and other characters you select when you register for the Online service, as amended by you from time to time, which we use to check your identity when you access Marsden Building Society Online;

“User ID” means the unique number we give you to identify you when using Marsden Building Society Online;

“Society”, “we”, “us” and “our” refers to Marsden Building Society.

“secure messaging facility” secure communication system

“you” and “your” means the customer who registers with us to use Marsden Building Society Online.

## 2. Who can register for Marsden Building Society Online?

2.1 Marsden Building Society Online is available to individuals for accounts in their sole name and for joint accounts which can be operated by any one account holder.

2.2 Marsden Building Society Online is not available for (i) deposit accounts; (ii) joint accounts where two or more account holders are required to authorise transactions; (iii) accounts held by organisations or corporate bodies, including clubs, associations, charities and companies; and (iv) accounts held by trustees.

## 3. Joint accounts

3.1 Only joint accounts on which instructions can be authorised by any one account holder can be used with our Online service. Our Online service is not available if two or more account holders are required to jointly authorise transactions.

3.2 Each joint account holder must register separately for access to their account(s) using our Online service and must always use their own User ID, password and memorable data.

3.3 By applying to register for Marsden Building Society Online you confirm your joint account holder(s) are happy for you to access your joint accounts via our Online service. We will suspend your use of our Online service immediately if we are notified at any time by a joint account holder that they wish to change the account mandate to require joint authorisation.

## 4. Online service availability

4.1 Whilst it is designed to be used with a range of internet browsers and equipment it is your responsibility to provide compatible equipment and software with which to access Marsden Building Society Online and take all reasonable steps to keep it free from viruses and other malicious software.

4.2 The Online service is intended to be available 24 hours a day, 7 days a week. Marsden Building Society cannot warrant that this site is free from technical defects or viruses and will not be responsible for any technical problems arising from this site.

4.3 Marsden Building Society shall at all times own the copyright and any other rights to the material on this website. You are not permitted to download, reproduce, store or transmit any information on this website other than for your own personal use.

## 5. Security

5.1 When you register to use Marsden Building Society Online we will ask you to select a password (which can be made up of any combination of letters, numbers and other keyboard characters) and an item of memorable data. You will need to remember these to operate our Online service. You must keep these security details secret

5.2 Once your registration has been accepted by us and your identity confirmed we will write to you with your User ID and activation code. You must not disclose the activation code to anyone before using it and if it is not used within 28 days it will expire.

5.3 "Security details" means the information, processes or security procedures we ask you to provide or use to give us instructions via our Online service. You must keep your security details secret. You must:

- (a) not disclose your security details to anyone else (including any joint account holder or Marsden Building Society employee), write them down or otherwise record them in a form that would be recognisable by anyone else;
- (b) take all reasonable care to ensure that no-one sees your security details when you use them;
- (c) not allow anyone else to use any of the computer or electronic equipment you use to access the Online service without taking suitable precautions;
- (d) ensure you have fully logged off from the Online service when you are not using it;
- (e) follow any instruction we give you from time to time regarding the safe keeping and use of your security details or other matters relating to the security of your account.

5.4 You must notify us as soon as possible by calling Savings Direct on 0845 6020871 or by emailing us at [savings@themarsden.co.uk](mailto:savings@themarsden.co.uk) if you discover or suspect that:

- (a) someone else knows your security details; or
- (b) someone else (other than a joint account holder) is trying to access your account without your authority.

5.5 If you give us notice under Condition 5.4 or if we reasonably believe it is necessary in order to protect either your security details or your account, we may suspend the use of your security details as a means of accessing your account. As soon as the reason for the suspension has ended we will either remove the suspension or provide you with new security details.

5.6 Provided you have not acted fraudulently or you have not, intentionally, or with gross negligence failed to take all reasonable steps to keep your security details safe you will be liable for only the first £50.00 of any unauthorised withdrawals from your account(s) which are made before you notify us in accordance with 5.4 above. However, you will not be liable for any withdrawals after you have notified us of the loss, theft or unauthorised use of your security details, unless you have acted fraudulently.

5.7 In the event of a dispute regarding whether or not you originated a transaction or instruction through our Online service you agree to co-operate with us, the police and/or our insurers in any investigations.

5.8 We cannot guarantee that information passing over the internet will remain confidential or will not be interfered with or disrupted and your use of the Online service will indicate your understanding and acceptance of this risk.

5.9 If you fail to provide the correct security details three times in a row we will block further online access to your accounts. You must follow the online instruction for "Forgotten my security details" to re-enable use of the online service.

5.10 We shall be entitled to terminate or suspend our online service to you if we have reasonable grounds to believe that you have attempted to gain access to our programs, or to accounts of other members, or have attempted to introduce any viruses into our services.

## 6. Liability for loss

6.1 We will not be liable to you for any loss or damage whatsoever if:

- (a) we do not act on your instructions or provide you with account information for any reasons set out in these conditions;
- (b) we are unable to act on your instructions or provide you with account information because of something we cannot reasonably control such as failure or disruption of the internet through no fault of ours;
- (c) we need to suspend access to our website for maintenance, technical or security reasons.

## 7. Deregistration

7.1 If you no longer wish to use the Online service you should let us know by secure messaging or in writing. The cancellation request will be processed within 14 working days after its receipt by us.

## 8. Charges

8.1 We currently make no charge for using our Online service but we reserve the right to introduce and/or vary a charge in the future and will give you at least two months' notice before doing so.

## **9. Changes to terms and conditions**

9.1 We can change this Agreement by notifying you personally via the Online service, by email or by post not less than two months before the change comes into effect. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.

## **10. Email communication**

10.1 By registering to use the Online service you are agreeing that we may at our discretion send account and membership related notices and information to you by email at the latest email address held in the Online service.

10.2 If you change your email address you must update your details within the Online service in order that notifications of secure messages can still reach you.

## **11. Severance**

11.1 Each of the provisions of this Agreement is severable from the others and if at any time any one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.

## **Law and jurisdiction**

12.1 This Service Agreement and the relationship between you and us shall be governed and construed in accordance with the laws of England and Wales.

**If you have any problems, please get in touch on 01282 440500.**

