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# Nationwide Banking app

Terms & Conditions effective from 31 August 2022

# Summary of changes to our Banking app Terms and Conditions

We're making some important changes to our Banking app Terms and Conditions, which will take effect on 31 August 2022.

The reason we're making these changes is due to changes in our processes and technology, and to make our terms and conditions clearer. You'll find the full set of new terms and conditions below, but here's a quick summary of what's changed:

We've added additional information about Mobile alerts to explain that:

- The mobile alerts that we send are accurate when our systems create them, but the information in the alert may have changed by the time you receive it.
- We can't guarantee the successful delivery of mobile alerts and we are not responsible for any loss or charges you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all.
- · If you choose to disable mobile alerts, it can take up to five days for us to stop sending them.

We also made the following changes to the terms more generally:

- Removed some wording because you don't have to register for the Internet Bank first, before downloading and setting up our Banking app.
- Clarified that the first time you access the Banking app as a new user, you will be required to register by entering the details that we ask
  you for into the Banking app. If you access the Banking app through a device that is not already registered to you with the Banking app,
  you will be required to enrol that device with us by entering your Internet Banking log in details. After this, the device you are using will
  be linked to the Banking app.
- Removed the wording which explained that you would need to re-register for internet banking if you lost your Passnumber for the Banking app. You won't need to do this anymore. Instead, you can obtain a new Passnumber by following the process within the Banking app.
- Added a link to where you can find more information about the operating system you need to run to be able to use the Banking app.
- Removed the option to contact us by email where you know or think somebody else knows your security data (in circumstances when they shouldn't know this information). You can still contact us by telephoning our Customer Contact Centre.
- · Clarified that, if you have a joint account, you must always use your own registered device and security data.
- Clarified that App Store is a service mark of Apple Inc and Google Play™ is a trademark of Google Inc.
- Introduced some wording to explain that sometimes we may make changes to our Banking app services such as introducing new features
  or making updates. Depending on the update, you may not be able to use digital banking until you have updated your browser or software
  or downloaded the latest version of our Banking app. We'll let you know through your registered device if there is a new version of the
  Banking app.
- Introduced some wording to make you aware that your network operator may charge you more if you download or use the Banking app when you are abroad. You are responsible for these charges.

We've also taken the opportunity to clarify and shorten some of the wording in our terms and conditions. For example, we've:

- · Clarified the wording explaining that the terms and conditions form a legal agreement between you and us.
- Replaced the phrase "the terms and conditions that apply to your Account" with "Account Terms".
- Made some changes to the wording which explains that the Banking app is the Nationwide Banking app that you can register for which provides access to your account via a registered device.
- Made some changes to the wording which explains that Internet Banking is a service you can register for with us that provides access to your account via a secure site you can log into via **nationwide.co.uk**
- Added some wording which clarifies that you may have been given a card reader when you registered for the Banking app.
- Made some changes to the wording which sets out that we may not act on instructions you give to us which would mean you would be
  breaking the Banking app terms and conditions or your Account terms and conditions, or for the reasons set out in your Account terms
  and conditions.

# Full Nationwide Banking app Terms and Conditions Effective from 31 August 2022

This document contains the terms and conditions for and important information about our Banking app and forms a legal agreement between you and us. You can ask us for additional copies of this document at any time. We strongly recommend that you read the agreement as you will be legally bound by all the terms whether or not you read them.

When we say 'Nationwide' or 'we' or 'us' or 'our' in this document we mean Nationwide Building Society and when we say 'you' or 'you're' or 'your' we mean you our customer.

These terms and conditions should be read with and apply in addition to, the Account Terms.

#### 1 Words we use

1.1 In these terms and conditions the words and expressions below have the following meanings:

Account means your Nationwide account which is either in your own name or held jointly with somebody else.

Account Terms means the terms and conditions that apply to any Account you can access using the Banking app.

**Banking app** means the Nationwide Banking app that you can register for which provides access to your **Account** via a **Registered Device**.

Card means a card we issue on your Account that is able to be used in the Card Reader.

**Card Reader** means a hand-held device provided to you to use with your **Card** to generate a passcode which works independently of the **Banking app** and your **Registered Device**.

**Customer Number** means the 10 digit number we give you which is associated with your **Accounts** and which you may use to access the **Banking app**, or our **Internet Banking** or **Telephone Banking** service.

Internet Banking means a service you can register for with us that provides access to your **Account** via a secure site you can log in to via nationwide.co.uk

**Internet Banking log in details** means the details we ask you to use to log in to **Internet Banking** or the **Banking app** which may include your **Customer Number**, **Memorable Data**, **Passnumber** and/or **Card Reader**-generated passcode.

Memorable Data means your personal memorable data that we can use to check your identity.

**Passnumber** means the six digit number you may use to authenticate your identity before you can use **Internet Banking** or the **Banking app**.

Registered Device means any compatible device that has been securely linked to the Banking app.

**Security Data** means both your **Internet Banking log in details** and any details we ask you to use to log in to and use the **Banking app**. **Telephone Banking** means our telephone banking service.

1.2 Only you and us will have any rights under these terms and conditions.

#### 2 Accessing and using the Banking app

- 2.1 You may only use the **Banking app** if you are accessing it using a **Registered Device**.
- 2.2 The first time that you access the **Banking app** as a new user, you will be required to register by entering the details that we ask you for into the **Banking app**. If you access the **Banking app** through a device that is not already registered to you with the **Banking app**, you will be required to enrol that device with us by entering your **Internet Banking log in details**. After this, the device you are using will be linked to the **Banking app**.
- 2.3 Once your device is linked to the **Banking app**, you may be able to log into the **Banking app** on that **Registered Device** using fingerprint recognition or other biometric means of identification that may be available on certain devices, or by entering your **Internet Banking log in details**.
- 2.4 Your **Registered Device** must be running a compatible version of the operating system for you to be able to use the **Banking app** and to receive notices and information from us. Details can be found at **nationwide.co.uk/ways-to-bank/banking-app**
- 2.5 The functionality and features of the **Banking app** and the types of transaction that you can carry out using the **Banking app** may vary depending on the type of device, the version of the operating system and the version of the **Banking app** you are using.
- 2.6 You may be able to access different functions and features of the Banking app depending on the different Accounts you hold with us.
- 2.7 Your Registered Device will need access to the internet in order for the Banking app to work.
- 2.8 If you are unable to register your device, or if the **Banking app** is unable to confirm that the **Registered Device** is registered to you, you will not be able to log in to the **Banking app** on that device. If this happens, we will give you information to help you access the **Banking app**.

#### 3 Mobile alerts

- 3.1 We may send mobile alerts to your mobile phone or other devices, for example, where you need to take any actions relating to your Account such as authorising payments, or to provide you with information relating to your Account or the services we provide to you. It's important that you check your notifications regularly.
- 3.2 The mobile alerts we send are accurate when our systems create them. The information in the alert may have changed by the time you receive it
- 3.3 We cannot guarantee the successful delivery of mobile alerts. We're not responsible for any loss or charges you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all for example, if your device is switched off or has no signal or data connection.

3.4 You can turn off mobile alerts at any time by changing the settings on your Registered Device. It can take up to 5 days for us to stop sending mobile alerts.

#### 4 Registered Devices

- 4.1 You may have up to six **Registered Devices** linked to the **Banking app**.
- 4.2 If you already have six **Registered Devices** and you access the **Banking app** for the first time on a new device, the **Registered Device** that has not been used to access the **Banking app** for the longest period of time will be de-registered. If you would like to access the **Banking app** again using that device, you will need to follow the process described in Condition 2.2.
- 4.3 A **Registered Device** can only be linked to a **Banking app** associated with one customer's Nationwide account. This means that if another person accesses their Nationwide account through the **Banking app** on your **Registered Device** (for example because you have sold it or a family member is using it), they will be required to register the device to the **Banking app** that is linked to their account. If this happens we will de-register your **Registered Device**.
- 4.4 If a **Registered Device** is de-registered, you will not be able to access the **Banking app** on that device again until you have followed the process described in Condition 2.2 and the device is re-registered.
- 4.5 If we detect that your **Registered Device** has been compromised in a way that may allow unauthorised or malicious software to be installed, or that it may carry a virus or any malware threat, we have the right to prevent you accessing the **Banking app** using that **Registered Device**.
- 4.6 You can de-register a Registered Device on the Banking app or through Internet Banking.

## 5 Using your Card Reader

- 5.1 Certain functions and types of transactions available within the **Banking app** may require you to use the **Card Reader** that was provided to you when you registered for **Internet Banking** or the **Banking app**. This is so that you can prove, and we can authenticate, your identity. If you were provided with a **Card Reader** and do not use it, then you may not be able to carry out those functions and types of transactions.
- 5.2 If you have a **Card** but do not have a **Card Reader**, or if you lose or damage your **Card Reader** or you require an additional **Card Reader**, you can request one using the self-service functionality on **nationwide.co.uk** and we reserve the right to make a charge for this. Certain types of **Accounts** are not compatible with **Card Readers**. The **Card Reader** remains the property of Nationwide and must not be sold or given away to a third party.

# 6 Support for the Banking app

- 6.1 We may periodically issue updates to the **Banking app** through the Apple app Store or Google Play<sup>™</sup>. You must download these updates and you should regularly check for updates as you may not be able to use the **Banking app** until they have been downloaded. Apple is a trademark of Apple Inc. Google Play<sup>™</sup> is a trademark of Google Inc.
- 6.2 We may stop supporting the **Banking app** on your **Registered Device** or on the version of the operating system running on your **Registered Device**. When this happens, you will no longer be able to use the **Banking app** until you have updated the operating system on that **Registered Device**, or you use an alternative **Registered Device** that is supported, as applicable.
- 6.3 We will do our best to tell you when you log into the **Banking app** if we believe that the **Banking app**, **Registered Device** or version of your operating system will no longer be supported.

#### 7 Keeping your Security Data safe

- 7.1 You will always be responsible for making sure information either shown or stored on your **Registered Device** is kept secure and confidential to you. In particular, you should make sure you log out at the end of your session. To increase the security of the **Banking app**, you will automatically be logged out of your session after a period of inactivity and / or we may de-register a **Registered Device** that has not been used for a period of time. We may also block your access if you incorrectly enter your **Security Data** a number of times in a row. You will be able to log back in by following the instructions on the **Banking app**.
- 7.2 You must keep your Security Data secret in accordance with the Account Terms.
- 7.3 You must tell us as soon as you can if you know or think somebody else knows your **Security Data** (in circumstances when they shouldn't know this information). You must do this by telephoning our **Customer Contact Centre** on **03457 30 20 11** (or **+44 1793 65 67 89** if you are calling from outside the UK) (both 24 hours a day). We may ask you to confirm this in writing within seven calendar days.
- 7.4 As soon as you tell us about this, we will prevent transactions being carried out on your **Account** using the **Banking app** until your **Security Data** has been replaced. We may also stop or block the use of your **Security Data** under certain other circumstances please refer to the **Account Terms** for further details.
- 7.5 If you chose to use fingerprint recognition or any other means of biometric identification to log into the **Banking app**, then you agree that these forms of authentication can be used to log in and operate all features of the **Banking app**, including requesting payments. You should not allow anyone else's fingerprint or other biometric means of identification to be stored on your **Registered Device** as that fingerprint or other biometric identification can be used to authorise a payment, including through the **Banking app**. We will treat a payment authorised by any fingerprint or other biometric identification from your **Registered Device** as being consented to by you.
- 7.6 You must not alter or adapt any part of the **Banking app** or carry out any reverse engineering. You must not use the **Banking app** on a **Registered Device** or operating system that does not have supported or warranted configurations, including one which has had the limitations set by your network service provider and/or the device manufacturer removed without their approval.

## 8 Acting on your instructions

- 8.1 Please refer to the **Account Terms** for full details about how to request a payment using the **Banking app**, as well as about unauthorised payments.
- 8.2 We will carry out transactions on your **Account** following instructions you give us or that in our reasonable opinion appear to have been authorised by you through the **Banking app**, including where authentication using your **Security Data** has been successfully completed.
- 8.3 We reserve the right not to act on any instructions which would mean you would be breaking these terms and conditions or the **Account Terms**, or for the reasons set out in the **Account Terms**.

#### 9 Joint Accounts

- 9.1 If you are a joint **Account** holder these terms and conditions apply to you individually and jointly with the other **Account** holder(s).
- 9.2 If you have a joint Account then any of you may use the Banking app but you must use your own Registered Device and Security Data. To be able to use the Banking app your Account must be set up so that any one of you can authorise payments on your own. Certain features of the Banking app may not be available in respect of your joint Account if two or more of you are required to authorise payments jointly.
- 9.3 As soon as one of you tells us another joint **Account** holder is no longer allowed to authorise payments we will suspend some or all of the functionality of the **Banking app** on that **Account**. This is in addition to our rights to suspend the **Banking app** under Condition 13.5.

#### 10 Licence restrictions

- 10.1 All intellectual property rights in the **Banking app** belong to us and/or our licensors. You have no intellectual property rights in, or to, the **Banking app** other than the right to use the **Banking app** in accordance with these terms and conditions and you shall not be entitled to grant any rights to any third party in relation to the **Banking app**.
- 10.2 You agree that you will only download the **Banking app** from the Apple app Store or Google Play™. App Store is a service mark of Apple Inc. Google Play™ is a trademark of Google Inc.
- 10.3 You agree that you will not use the **Banking app** in any unlawful or malicious manner or in any manner inconsistent with these terms and conditions.

## 11 Our responsibilities to you

- 11.1 You can use the **Banking app** 24 hours a day. Occasionally you may not be able to use the **Banking app** for example, when we carry out maintenance or updates. In circumstances where we know access to the **Banking app** may be interrupted we will do our best to notify you in advance. You may continue to contact us through other methods during this time.
- 11.2 We will not be liable for any loss or damage you may suffer as a result of our failure to provide all or part of the functionality and features of the **Banking app** when we carry out maintenance or updates or for any abnormal or unforeseeable reason that is beyond our reasonable control and which we could not reasonably have prevented such as the failure of any system or communications network operated by someone else.
- 11.3 From time to time we may make changes to **Banking app** services (such as introducing new features or making updates). Depending on the update, you may not be able to use digital banking until you have updated your browser or software or downloaded the latest version of our **Banking app**. We'll let you know through your **Registered Device** if there is a new version of our **Banking app**.

# 12 Charges

- 12.1 While there is currently no charge for using the **Banking app**, there may be charges for certain types of transactions which can be carried out through the **Banking app**. Please see the **Account Terms** for details.
- 12.2 We reserve the right to introduce a charge for using the **Banking app**. Please see "Changes to these terms and conditions" below for more information about when we might introduce a charge, and how you can avoid paying it.
- 12.3 It is also possible that other taxes or costs may exist that are not paid or imposed by us. For example, your network operator may charge you for the data you consume when downloading and/or using the **Banking app.** These charges may increase if you download or use the **Banking app** when abroad. You are responsible for these charges.

#### 13 Suspending or ending your use of the Banking app

- 13.1 These terms and conditions will continue in force indefinitely until you cancel or end your contract with us under Condition 13.2 or we withdraw or cancel your use of the **Banking app** in accordance with Conditions 13.4 or 13.5.
- 13.2 You can cancel these terms and conditions at any time within a period of 14 calendar days beginning with the day you enter into these terms and conditions. You can end your agreement with us after that by simply deleting the **Banking app** from your **Registered Device**. If you prefer, you can cancel or end these terms and conditions by sending us a secure message through the **Internet Banking** online mailbox or in writing to us at Nationwide Building Society, Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.
- 13.3 You acknowledge that it is your responsibility to delete the **Banking app** from the **Registered Device** you use to access the **Banking app** if you change or dispose of your **Registered Device** or you cancel or end your contract with us under Condition 13.2. If you delete the **Banking app** from a **Registered Device** and then redownload it, you will need to follow the process described in Condition 2.2 in order to be able to use the **Banking app** on that device. Please note that deleting the **Banking app** will not end your agreement with us for **Internet Banking** (please see the **Internet Banking** terms and conditions for details of how to do this).
- 13.4 We may withdraw the **Banking app** if we decide to stop making it available to customers. If we do, we will let you know in the manner set out in Condition 14.2.

13.5 We may suspend or cancel your right to use the **Banking app** under certain circumstances in accordance with the **Account Terms**. We'll try to tell you in advance (including reasons) or, if we cannot, immediately afterwards, unless, in each case, this would compromise our reasonable security measures or it is unlawful to do this. We'll lift any suspension once the reason for the suspension has ended.

#### 14 Changes to these terms and conditions

- 14.1 We will vary these terms and conditions by telling you. Any change we make will be proportionate to the reason we make it. In particular, we recognise that if we are introducing a new charge, this is likely to have a greater impact on you than other changes and so we will only do this when we believe that doing so is a balanced response to the changing circumstances.
- 14.2 We will normally give you 30 calendar days' notice before any change takes effect unless it is not practical or possible to do so, in which case we will tell you as soon as we can after the change takes effect. We will notify you by sending you details either in writing, or by email, or by display in Nationwide branches, or by advertisement, or by notice within the **Banking app**. Since we can give you notice of changes to the terms and conditions within the **Banking app** itself we recommend that you log on at least every 14 calendar days. If we introduce a charge for using the **Banking app**, though, we will give you no less than two months' notice and we will tell you by writing to your address or by telling you personally in an electronic format that is equivalent to writing, such as by email.
- 14.3 If you hold a joint **Account**, we'll send information about any changes to the terms and conditions (including information about the introduction of a charge) to the address or contact details of the first person named on our records only, even if you live at different addresses, unless we are required by law to contact you both.
- 14.4 If you're not happy with a change we tell you about in advance, and you decide you would like to end the service, you can do so in accordance with Condition 13.2. If we don't hear from you within 30 calendar days (or within two months if we've notified you that far in advance) of us telling you about the change, we'll take it to mean that you've accepted the change.
- 14.5 We can make changes to the terms and conditions for one or more of the following reasons:

To run Nationwide in a profitable and fair way that balances the needs of our members with the need to remain competitive and maintain our financial strength.

To ensure our terms are consistent with products we offer new members or that the banking industry or our competitors offer.

Due to changes in the costs we incur in running our business or those we incur in providing our existing or new services to you. Examples of these costs might include administrative costs, employment costs, building costs and technology costs. This will also include where the costs of a service or benefit provided by us or by anyone else change.

As a result of changes in technology or the way we want to provide services to our members or to reflect changes in the way the banking industry delivers services.

Because of changes in our ownership or a re-organisation due to us merging with or acquiring another business.

To respond to changes, or reasonably anticipated changes, in the law, regulations or codes of practice which apply to us or because of a decision by a court, ombudsman or regulator.

- 14.6 If we want to make a change which is to your advantage, we can do that for any reason.
- 14.7 As we can't anticipate everything that may happen over the time you hold your **Account** with us, we may also need to make changes for other justifiable reasons that impact on the way we run our business and your **Account**. If we do, we will explain the reason to you when we tell you about the change.

#### 15 Applicable law

15.1 These terms and conditions, and any discussions we've had with you about entering into them, are governed by English law and the language we'll use in these terms and conditions and our communications will be English. If you want to bring a claim against us in the courts, the courts of England and Wales will be able to deal with any questions relating to these terms and conditions but if you live in another country, you can bring a claim in the courts which are local to you.

Need a copy of documents in Braille, large print or audio format? Just ask in branch or call **03457 30 20 11**.

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