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# Nationwide Banking App

## Terms & Conditions

This document contains the terms and conditions for and important information about using the Banking App and forms a legal agreement between 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 terms and conditions that apply to your **Account**.

### 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.

**Banking App** means a service you can register for if you are already registered for **Internet Banking** - it's an app that allows you to have 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 allows you to have access to your **Account** via a secure site you can log in to via [nationwide.co.uk](http://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 registered for **Internet Banking** and you are accessing the **Banking App** using a **Registered Device**.

2.2 The first time you log into the **Banking App** as a new user or through a device that is not already registered to you with the **Banking App**, you will be required to enrol with us by entering either your **Internet Banking log in details** or certain details of a payment card that is linked to your **Account**. 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 If you have lost your **Passnumber** you can obtain a new one by re-registering for **Internet Banking**.

2.5 Your **Registered Device** must be running a compatible version of the operating system in order to use the **Banking App** and to receive notices and information from us.

2.6 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.

2.7 You may be able to access different functions and features of the **Banking App** depending on the different **Accounts** you hold with us.

2.8 Your **Registered Device** will need access to the Internet in order for the **Banking App** to work.

2.9 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**.

2.10 You agree that we may send you push notifications, including where you need to approve any action relating to your **Account** such as online payments, or where we provide you with information relating to your **Account** or the services we provide to you. It's important that you check your notifications regularly.

2.11 You can choose to disable the notifications at any time by changing the settings on your **Registered Device**.

### 3 Registered Devices

3.1 You may have up to six **Registered Devices** linked to the **Banking App**.

3.2 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.

3.3 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**.

3.4 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.

3.5 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**.

3.6 You can de-register a **Registered Device** on the **Banking App** or through **Internet Banking**.

### 4 Using your Card Reader

4.1 Certain functions and types of transactions available within the **Banking App** may require you to use the **Card Reader** that was provided to you to use with your **Card** when you registered for **Internet Banking**. 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.

4.2 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](http://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.

### 5 Support for the Banking App

5.1 We may periodically issue updates to the **Banking App** through the Apple App Store or Google Play. 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 is a trademark of Google Inc.

5.2 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.

5.3 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.

### 6 Keeping your Security Data safe

6.1 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**.

6.2 You must keep your **Security Data** secret in accordance with the terms and conditions that apply to your **Account**.

6.3 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 sending us an e-mail to [customer.service@nationwide.co.uk](mailto:customer.service@nationwide.co.uk) or 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.

6.4 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 terms and conditions that apply to your **Account** for further details.

6.5 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 making 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.

6.6 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.

### 7 Acting on your instructions

7.1 Please refer to the terms and conditions that apply to your **Account** for full details about how to make a payment using the **Banking App**, as well as about unauthorised payments.

- 7.2 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.
- 7.3 We reserve the right not to act on any instructions which would mean you would not be keeping to these terms and conditions or the terms and conditions applying to your **Account**, or if we exercise our rights in accordance with the terms and conditions applying to your **Account**.

## 8 Joint Accounts

- 8.1 As a joint **Account** holder these terms and conditions apply to you individually and jointly with the other **Account** holder(s).
- 8.2 If you have a joint **Account** then any one of you may use the **Banking App** but you must use your own **Registered Device** and **Security Data** when required. 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 that **Account** if two or more of you are required to authorise payments jointly.
- 8.3 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 12.5.

## 9 Licence restrictions

- 9.1 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**.
- 9.2 You agree that you will only download the **Banking App** from the Apple App Store or Google Play.
- 9.3 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.

## 10 Our responsibilities to you

- 10.1 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.
- 10.2 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 Charges

- 11.1 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 terms and conditions of your **Account** for details.
- 11.2 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.
- 11.3 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**.

## 12 Suspending or ending your use of the Banking App

- 12.1 These terms and conditions will continue in force indefinitely until you cancel or end your contract with us under Condition 12.2 or we withdraw or cancel your use of the **Banking App** in accordance with Conditions 12.4 or 12.5.
- 12.2 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 or 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. Head Office: Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.
- 12.3 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 12.2. If you delete the **Banking App** from a **Registered Device** and then re-download 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).
- 12.4 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 13.2.

12.5 We may suspend or cancel your right to use the **Banking App** under certain circumstances in accordance with the terms and conditions that apply to your **Account**. 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.

### 13 Changes to these terms and conditions

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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 12.2. 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.
- 13.5 We can make changes to the terms and conditions for one or more of the following reasons:
- (a) 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.
  - (b) To ensure our terms are consistent with products we offer new members or that the banking industry or our competitors offer.
  - (c) 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.
  - (d) 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.
  - (e) Because of changes in our ownership or a re-organisation due to us merging with or acquiring another business.
  - (f) 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.
- 13.6 If we want to make a change which is to your advantage, we can do that for any reason.
- 13.7 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.

### 14 Applicable law

- 14.1 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.

We are able to provide this document in Braille, large print or audio cassette upon request. Your local branch will arrange this for you or you can contact us on **03457 30 20 11**.