

Personal Current Account Conditions
(May 2021) version



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Addendum

These Conditions apply to You if You have a "Personal Current Account" with Us.

If You operate Your Account without using Online Banking please also refer to the addendum attached ("Addendum") in addition to these Conditions.

These Conditions (including the Addendum, where applicable) are important, and You should read them carefully.

For the purposes of the Financial Services and Markets Payment Services Regulations 2017, these Conditions (together with the Addendum, where applicable) are the Framework Contract. See Condition 18 for details of how long these Conditions (including any subsequent variation to them made in accordance with Condition 21) will remain in force.

PART 1 – ACCOUNT CONDITIONS

1. DEFINITIONS

"Account" means an online pounds or euro denominated personal current account with Us.

"Account Holder" means the Customer(s) in whose name(s) in which the Account is held.

"Account Information Service Provider" means a third party service provider which is authorised by or registered with the Financial Conduct Authority or another European Economic Area (**EEA**) regulator and that is authorised, with Your express agreement, to access Your online payment accounts to obtain and consolidate information about Your finances (this may include information about accounts You hold with Us and other banks and building societies).

"ATM" means Automated Teller Machine.

"Authenticator App" means Our downloadable mobile device application for authentication purposes.

"Authentication Image" means a unique visual image consisting of a matrix of coloured dots which when detected by Your Authenticator App or Digipass® will generate a unique passcode.

"Authorisation" means confirmation given to a Retailer, bank or ATM that We will pay a proposed Card Transaction.

"Authorities" means any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or Law enforcement body, or any of their agents.

"Card" means Our debit card which may be issued to You under the VISA payment scheme or any other such scheme.

"Card Based Payment Instrument Issuer" means a third party service provider which is authorised by or registered with the Financial Conduct Authority or another EEA regulator that issues You with a payment card which will link to Your Account.

"Card Number" means the number embossed across the middle of the Card.

"Card Password" means a password created by You in accordance with Condition 26.6 to increase your security when making Card Transactions online.

"Card Transactions" means any use of the Card or Card Number to make or authorise payments to Retailers or the use of the Card and PIN in cash machines or otherwise to obtain cash or using Your Card for a contactless transaction.

"CHAPS" means the Clearing House Automated Payment System initiative within the UK.

"Clearing Agent" means HSBC Bank Plc or any other bank We notify You of in the future.

"Cleared Funds" means a balance in an Account that is able to be withdrawn or used. Until funds are 'cleared' they are considered to be pending.

"Conditions" means these terms and conditions.

"Customer" means an individual or individuals who hold or apply to hold an Account with Us in their own name(s) for personal use.

"Customer Information" means any confidential information, Personal Data (where applicable) and/or Tax Information.

"Data Protection Legislation" means any applicable data protection and privacy legislation in force anywhere in the world. Data Protection Legislation includes: the Data Protection Act 2018; the GDPR; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed e-privacy Regulations); the

Telecommunications (Data Protection and Privacy) Regulations 1999; any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the GDPR, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of Personal Data and privacy as a consequence of the United Kingdom leaving the European Union; and all applicable Laws relating to the processing of Personal Data and privacy, including, where applicable, the guidance and codes of practice issued by the Information Commissioner.

"Digipass®" means a small device which scans an Authentication Image and that, upon request, we will supply to you for use with the Online Banking Service, Open Banking and when making online transactions (note the wording about trademarks at the end of these Conditions).

"Faster Payments" means a UK banking initiative to reduce payment times between different banks' customer accounts to typically a few hours.

"Fee Information Document(s)" means Our charges as varied from time to time and set out in the document headed "Fee Information Document (for Accounts operated in Pounds)" or "Fee Information Document (for Accounts operated in Euros)" depending on the type of account You hold. The Fee Information Documents can be found on Our Website in the section headed "Document Library". The Fee Information Documents form part of these Conditions.

"Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break the laws relating to these matters.

"Financial Crime Risk Management Activity" means any action to meet legal obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

- screening, intercepting and investigating any communication, application You make or any payment, whether sent to or by You or on Your behalf;
- investigating the source of or intended recipient of money;
- combining information relating to You with other information in Our possession or the possession of Our Clearing Agent; and/or
- making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status.

"Foreign Currency" means any currency other than the currency in which the Account is held.

"GDPR" means the General Data Protection Regulation (EU) 2016/679.

"Joint Account" means an Account opened for up to four Account Holders as set out in Condition 11.

"Joint Account Holder(s)" means the Customer(s) in whose name(s) the Joint Account is held.

"Law(s)" means any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, or agreement or treaty between Authorities and applicable to Us.

"Office Hours" means 8am to 8pm on a Working Day or 9am to 5pm on weekends and bank holidays.

"Online Banking" or **"Online Banking Service"** means Our computer controlled electronic banking and financial services system and any electronic banking or financial service operated online and made available by Us to You when You are connected to the internet. This service can be accessed via Our Website.

"One Time Passcode" or **"OTP"** means a numeric unique code sent via text message to the mobile phone number You have registered with Us at Account opening (as updated from time to time and communicated to Us) and which You will need to input in Online Banking to complete certain payment transactions (including when making online purchases).

"Open Banking" means a service provided by a Third Party Provider to You that allows You to view Your Account alongside any other accounts You may have with other financial institutions.

"Passcode", **"Password"**, **"User ID"** or **"Username"** means any confidential password, code or number whether automatically produced for You randomly by Us and posted directly to You, or sent to You via email, or generated by scanning of a Authentication Image, or adopted by You and accepted by Us, which may be used to access Online Banking, telephone banking or to execute an instruction from You to Us.

"Payment Initiation Service Provider" means a third party service provider which is authorised by or registered with the Financial Conduct Authority or another EEA regulator and that is authorised, with Your express agreement, to access Your online payment accounts to process payment instructions You give to them.

"Personal Data" means any information which, either alone or in combination with other information that We hold, enables You to be identified directly or indirectly.

"Personal Savings Allowance" is the savings interest which most individuals can earn without paying tax. For more information, please visit www.gov.uk and type 'personal savings allowance' in the search box.

"PIN" means any personal identification number issued to or created by You.

"Privacy Policy" means Our privacy policy (as amended from time to time) and published on Our Website.

"Reference Rate" has the meaning set out in Condition 24.4.

"Retailer" means a person who agrees, by arrangement with Us or VISA International, to accept the Card as payment for goods, services or cash.

"Secure Message" means an electronic message sent through Our Online Banking Service.

"Statement of Fees" means a document that provides You with an overview of all and any fees or interest you have paid on Your Account throughout the previous 12 months.

"SWIFT" means the Society for Worldwide Interbank Financial Telecommunication initiative.

"Tax Authorities" means UK or foreign tax, revenue or monetary authorities (for example, HM Revenue and Customs).

"Tax Information" means information or documentation about Your tax status.

"Third Party Providers" means Account Information Service Providers and Payment Initiation Service Providers and Card Based Payment Instrument Issuers.

"TMS" means Text Message Service, a service which allows You, or where there is a Joint Account, a maximum of two Account Holders, to receive and/or request Account information by text message on their mobile phone numbers registered with Us at Account opening (as updated by any Account Holder via Online Banking and communicated to Us from time to time). The Conditions relating to TMS are contained in Part 4 of these Conditions.

"UK" means United Kingdom.

"Unique Identifiers" means, as applicable, account number, sort code, bank identifier code (BIC) and international bank account number (IBAN).

"Visa" means VISA International and/or Visa Europe.

"Visa Secure" means the service provided by Visa which allows You to generate a password which You will be prompted to enter as an additional security measure when You pay for an online purchase at a participating merchant.

"We/Our/Us" means Cynergy Bank Limited incorporated in England and Wales with company number 04728421.

"Website" means www.cynergybank.co.uk or any other website We set up and which We advise You of.

"Working Day" means any day of the week except Saturday, Sunday or any English public holiday.

"You/Your/Yours" means the Account Holder(s).

2. ABOUT US

2.1 Cynergy Bank Limited is registered in England and Wales under company number 04728421. Our registered 4th Floor, One New Change, London EC4M 9AF.

2.2 Our main business is the provision of financial services and We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 575105. We are a member of the Financial Services Compensation Scheme (FSCS) in the UK. Our address for the purposes of these Conditions is PO Box 80030, London EC4P 4NG.

3. ACCOUNT OPENING

3.1 To open an Account You must be over 18 and a UK resident. The Account must not be used for business purposes.

3.2 Subject to these Conditions, and upon receipt of a valid mobile telephone number and email addresses for all Account Holders We will make available and supply Online Banking Services to You.

3.3 Where reasonable, We reserve the right to refuse to accept an application to open an Account.

3.4 When You open Your Account We will provide You with a User ID, Passcode, paying-in book and a Card. You will also be required to download our Authenticator App or request a Digipass® if applicable. You accept that You may not be able to access Online Banking until You receive Your User ID, Passcode and Digipass® (if required). You will **not** be provided with a cheque book.

4. CONTACTING YOU AND US

- 4.1 For correspondence related to Your Account, You agree that We may contact You via Secure Message (and any other new forms of electronic communication We may introduce following technological developments), email to the email address(es) we hold for You, text message to the mobile phone number(s) We hold for You, telephone, post and by using any other contact details You most recently gave Us, or by a combination of these channels.
- 4.2 Any documentation We send You by email or Secure Message, may be sent as an electronic attachment (PDF). You should ensure that Your electronic devices are set up to receive any communications (for example, they have the correct hardware, software, operating system and browser).
- 4.3 You agree to provide Us with accurate contact and personal details and that You will inform Us of any changes to Your Customer Information and any other important changes to Your situation that are relevant to Us (for example, if You change Your name, nationality, move to another country or change the way You sign Your name) so that We can continue to protect Your Account and communicate with You safely and quickly. We will not be responsible in the event You do not receive notices from Us as a result of You not updating Your Customer Information.
- 4.4 All notices We are required to give You in writing will be sent to the most recent correspondence address You have given Us.
- 4.5 You may contact Us by:
- Telephone – if You have a question or need help with Your Account e.g. to discuss a transaction on Your Account, call Us on 0345 850 5555 (+44 20 3375 6422 if calling from outside the UK), during Office Hours. If You wish to report a lost or stolen Card or do not recognise a transaction, call Us on 0345 850 5555 (+44 20 3375 6422 if calling from abroad). The lost and stolen Card service is operated 24 hours a day.
 - Secure Message – if You send Us a Secure Message then We will normally respond to You within two Working Days. Do not send Us instructions by Secure Message on matters such as transferring funds or setting up a new payee as We will be unable to assist You. Instead, please telephone us on the numbers noted above.
 - Website – if You have a question or need help with Your Account, please complete Our “Contact Us” form on our Website and a member of our Customer Service Team will be in touch. Please ensure that you do not include any Account information when completing the form.
 - Post – please write to Us at Customer Service, Cynergy Bank, PO Box 80030, London EC4P 4NG.

All the above contact details are available via Our Website. We will notify You if Our contact details change.

- 4.6 You may also contact Us through third parties You have authorised to act on Your behalf (for example attorneys).
- 4.7 You agree that We may leave a message for You to contact Us on an answer-phone or with the person answering the telephone.
- 4.8 You agree that telephone calls between You and Us may be recorded so that We have a record of Your instructions. Occasionally We will also monitor telephone calls for staff training purposes and to enable Us to maintain Our service quality.

5. INSTRUCTIONS TO US AND SECURITY ON YOUR ACCOUNT

- 5.1 You authorise Us to act on payment instructions given:
- by Online Banking, by entering and submitting the required security information;
 - by Card, by entering Your PIN at ATMs, entering Your PIN into the card terminal (together with Your signature if required) or tapping Your contactless card or device on the Retailer’s card terminal;
 - by Card online, by entering Your Card Number, expiry date and security code (or any different or additional security information required) online;
 - in writing, via an original letter posted to Us at Customer Service, Cynergy Bank, PO Box 80030, London EC4P 4NG (or any other address We notify You of from time to time), duly signed in accordance with the Account mandate or by a third party authorised to act on Your behalf;
 - by a Third Party Provider You have authorised to make payments on Your behalf by following the procedures required by the Third Party Provider.
- 5.2 You **cannot** instruct Us by telephone or Secure Message to carry out payment transactions.

- 5.3 We will not be responsible for any resulting loss in the event You have provided Us with incorrect instructions. If you have provided Us with incorrect instructions, We will still try to help You recover the funds involved in the transaction. If We cannot recover the payment, You can send Us a written request to provide You with all information (as permitted by Law) in order to help You claim the funds involved in the transaction yourself.
- 5.4 We will follow Your instructions if We think Your instructions (or the instructions of a third party properly authorised to act for You) are complete (which means they contain all the information We need for the kind of transaction You are making), clear (which means We can understand Your instructions without problems and Your instructions are not obviously wrong) and come from You (which means that We reasonably believe that the person who gave Us the instruction was You, or a third party properly authorised on Your behalf, or where the correct payment tool was used).
- 5.5 Your Account may be subject to certain maximum transaction limits to protect You and Us against fraud, or to manage Our risk. We may refuse Your instructions if it is above one of these limits.
- 5.6 You must co-operate with Us if We have received instructions relating to Your Account which were not given, or which We reasonably suspect were not given, by You (or a third party authorised by You).
- 5.7 You must ensure that all reasonable measures to safeguard Your Account (from access or use by unauthorised person(s) and any other fraudulent activity) are maintained at all times and that the security provisions of the rest of these Conditions are adhered to. You must not allow anyone to have access to Your Digipass®, Authenticator App or the OTP. You must not leave the computer or any other device being used to access Your Account unattended while You are logged on to Online Banking. Your Digipass® must be kept secure at all times and not left unattended with Your computer (e.g. do not store Your Digipass® and laptop in the same bag).
- 5.8 You must take the following steps to keep Your PIN, Passwords and Card security details (including Your Card Password) safe:
- do all You reasonably can to make sure no one obtains Your security details;
 - where You can select Your passcodes and/or personal identifiers do not choose obvious passwords or codes (such as Your date of birth);
 - if You keep a written record of any password or personal identifier You must make a reasonable attempt to disguise it;
 - carry out Your own regular virus/ malware checks for all devices that are used to access Your Account;
 - only use Online Banking on a secure Wi-Fi network and do not use public Wi-Fi to access Your Account using Online Banking;
 - do not use the same PIN, Password or Card Passwords for all Your bank accounts.
- 5.9 If you suspect that you have been the victim of any kind of fraud or you notice any suspicious transactions on your Cynergy Bank account(s), please do the following:
- During Office Hours; contact Customer Service immediately by calling 0345 850 5555 (+44 20 3375 6422 if calling from abroad)
- Outside Office Hours:
- i. Send us a Secure Message through Online Banking with 'Potential Fraud' as the subject; or
 - ii. Text "FRAUD" followed by Your User ID (e.g. FRAUD 12345678) to 87293. The message must be sent from the main mobile number associated with Your Account.
- For Your security, upon submission, we will immediately suspend Your access to Online Banking and will begin investigating Your concern on the next Working Day.
- If You have a Joint Account, the other user(s) will still have Online Banking access to the Account. If there is reason to believe their log in details could have been compromised, please ask them to report the potential fraud as well.
- 5.10 Provided You contact Us within 18 months of the notification made under the two previous Conditions, We will provide You with confirmation of the date We received Your report of the lost, stolen or misused Card, PIN, Passcode, OTP or Digipass® as applicable.
- 5.11 Once You have notified Us of the unauthorised use of Your Account or Online Banking, as applicable, (in accordance with this Condition 5), except where You have acted fraudulently, You will not be liable for any debits made to Your Account by other persons not authorised by You in relation to transactions made after notifying Us. We will credit Your Account with the amount of such debits and any interest or charges made in relation to them. However, You will be responsible for all the losses You incur in respect of a transaction that You did not authorise. where the unauthorised transaction occurs when You are in credit and You have with intent or gross negligence (i.e. a very significant degree of carelessness) failed to:
- i. use Your Passcode, Password, Card Password, User ID, Username, Authenticator App, Digipass® and/or OTP in accordance with these Conditions;
 - ii. notify Us immediately in accordance with this Condition 5 on becoming aware of the loss, theft, misappropriation or unauthorised use of Your Passcode, Password, Card Password, User ID, Username, Digipass® and/or OTP, or that someone else has access to Your Online Banking, as applicable;

- iii. take all reasonable steps to keep Your Passcode, Password, Card Password, User ID, Username, Authenticator App, Digipass® and/or OTP safe.
- 5.12 If You have not acted fraudulently, nor intentionally or with gross negligence, met Your obligations in Condition 5.12(i)-(iii), Your liability in the case of an unauthorised payment transaction before You tell Us about a possible breach of security is £35 (or if Your Account is held in euros the euro equivalent of that amount), or any lower amount required by Law, but You will not be liable for any unauthorised payment:
- i. where Your Card, PIN, Passcode, Password, Card Password, User ID, Username, Digipass®, and/or OTP are used to make a purchase of goods or services online, by mail order or by telephone without Your permission;
 - ii. caused by the acts or omissions of Us or Our employees or agents (for example if We do not apply procedures that We are legally required to use to check a payment has been authorised by You); or
 - iii. caused by the loss, theft or misappropriation of Your Card, PIN, Passcode, Password, Card Password, User ID, Username, Digipass® and/or OTP, which You were unaware of prior to the payment.
- 5.13 In the event of suspected or actual fraud or security threats to Your Account (including Online Banking), We will use text messages, telephone, post, email, Secure Message or another secure method to contact You. You will also be asked to verify Your identity for security purposes.
- 5.14 We will maintain accurate records of all instructions You give Us. The records We maintain of any instructions You give via Online Banking will be conclusive evidence of Your instructions and of the time at which You gave them, except where there is an obvious mistake in Our records.
- 5.15 Your Account must not be used for illegal purposes. We may report any alleged fraud to the Police or We may ask You to do so. You agree that You will provide Us with all the information We require to investigate and that We may provide the Police or other third parties We may be required to by Law with any information We consider relevant in respect of the alleged fraud. We may in some circumstances provide You with a fraud referral letter to present to the Police.
- 5.16 We will never request remote access to Your Online Banking, that You move money to a "safe account", Your passcode, PIN and other security details via telephone, text message, in writing or by email. Please treat emails claiming to be from Us with caution.

6. TYPES OF PAYMENTS INTO YOUR ACCOUNT

6.1 Cheques

- 6.1.1 If You have an Account operated in pounds, pound denominated cheques drawn on a bank in the UK can be deposited into Your Account. If You have an Account held in euros, euro denominated cheques drawn on a bank in the UK can be deposited into Your Account. We reserve the right not to accept other cheques into Your Account.
- 6.1.2 Cheques can be deposited into Your Account by post with a completed paying in slip. Please send to Customer Service, Cynergy Bank, PO Box 80030, London EC4P 4NG (or any other address We notify You of from time to time). We are not liable for any loss or damage You may suffer if We do not receive a cheque posted to Us.
- 6.1.3 Pound denominated cheques can also be deposited at any UK branch of Our Clearing Agent (or the branch of a bank with whom We notify You that We have entered into an agency arrangement with), by 3.30pm on a Working Day, provided You use the paying-in slip We supplied You with.
- 6.1.4 The timeline for processing a cheque depends on whether Your Account is operated in pounds or euros:
- 6.1.4.1 If You have an Account operated in pounds and the cheque You are paying into Your Account is payable in pounds, drawn on a bank in the UK and deposited before cut off time, the funds will be available, provided the cheque has not bounced, to withdraw by 23:59 the next Working Day.
 - 6.1.4.2 If We receive the cheque on a non-Working Day or receive the cheque after 4pm on a Working Day, the above process will begin on the next Working Day.
 - 6.1.4.3 If You want a copy of Your cheque (for instance if it is refused due to a lack of funds), We will only give You an image of the cheque.
 - 6.1.4.4 If You have an Account operated in euros and the cheque You are paying into Your Account is payable in euros and drawn on a bank in the UK, We will credit the cheque to Your Account (and You will start earning credit interest, if payable, on the amount of the cheque), on the second Working Day following the day We receive it; and the money will be available in Your Account four Working Days following receipt of the cheque; and the cheque cannot be refused due to a lack of funds or otherwise returned unpaid (cannot bounce), except in the case of fraud.
- 6.1.5 Cheques not issued by a UK bank or building society and those not payable in pounds or euros and drawn on a bank in the UK, follow a different process and might take longer than these timescales. If We agree to accept a cheque on a collection basis, the cheque will be credited to Your Account following receipt of Cleared Funds by Us, from the bank on which the cheque is drawn.

6.1.6 General information on cheques

- 6.1.6.1 We do not accept cheques drawn on banks based in the United States of America and We reserve the right not to accept cheques drawn on banks not based in the UK.
- 6.1.6.2 We are not liable for any loss, damage, exchange rate fluctuations or delay, however caused, in connection with the negotiation and collection of cheques not drawn on a bank in the UK, which are not directly caused by Our negligence or wilful default. Where We are liable because of Our negligence or default, We are only liable for any losses that arise directly because of something We have done or should have done. We are not liable for losses which follow indirectly as a result of what We have done or not done.
- 6.1.6.4 If a cheque is crossed (i.e. marked on the front "not transferable" or "account payee" or "a/c payee") We can only accept it into the Account of the person to whom the cheque is payable. The only exception to this is a Joint Account, where We will accept a cheque made payable to any one of You. However, a cheque made payable to joint names cannot be paid into an Account in a sole name.
- 6.1.7 Occasionally, there may be legal reasons or limited circumstances beyond Our control which stop Us from receiving the cheque or cause delays to the periods set out in this Condition 6.1.

6.2 Electronic payments into Your Account

- 6.2.1 When We receive money via an electronic payment from an account either within or outside the UK, in the currency of Your Account, or involving a currency conversion (a) between euros and pounds or another EU Member State currency, or (b) between pounds and another EU Member State currency, or (c) between two other EU Member State currencies, the money will be credited to Your Account (i.e. available for You to use), immediately. This also applies to all internal transfers.
- 6.2.2 For any other type of electronic payment We can tell You when they will be available to use if You ask Us.
- 6.2.3 Direct transfers to Your Account will be processed using only Your unique identifiers which for payments in pounds are the sort code and the Account number, and for SEPA payments is the International Bank Account Number (IBAN) of Your Account. Any other information You provide Us will not be part of the Unique Identifiers. We will not be liable for any loss suffered by You or anyone else as a result of You providing Us or the payer with incorrect Unique Identifiers.
- 6.2.4 If You receive money into Your Account in a Foreign Currency, We will convert it to the currency of Your Account at Our exchange rate prevailing on the day on which it is received by Us. You can ask Us for an indication of the exchange rate at any time, but as the exchange rate changes to reflect currency market movements, We will not be able to tell You the actual rate until We receive the payment. You can find Our current exchange rates by calling Us.

6.3 Cash payments into Your Account

- 6.3.1 Pound denominated cash only can be paid in at any UK branch of Our Clearing Agent (or the branch of a bank with whom We notify You that We have entered into an agency arrangement with), by 3.30pm on a Working Day, provided You use the paying-in slip We supplied You with.
- 6.3.2 When pound denominated cash is paid into Your Account operated in pounds at the counters of any UK branch of Our Clearing Agent (or the branch of a bank with whom We notify You that We have entered into an agency arrangement with), it will be available for You to use and will start earning credit interest, if applicable, immediately after receipt of the funds by Us. We will endeavour to apply the same treatment when Your Account is operated in euros. Cash paid in at any UK branch of Our Clearing Agent can take two Working Days to reach Us.

6.4 If money is paid into Your Account by mistake

- 6.4.1 If We are told, for example by another bank, that money has been paid into Your Account by mistake, We can take an amount up to the mistaken payment amount from Your Account. We do not have to ask You to agree to this, but will let You know if it happens. We will act reasonably and try to minimise any inconvenience to You.
- 6.4.2 If We do not return money which the payer's bank believes has been paid into Your Account by mistake, We are legally obliged to provide information to the payer's bank about You, Your Account and the payment in order for the payer to seek to recover the money.

7. MAKING PAYMENTS OUT OF YOUR ACCOUNT

- 7.1 The amount of a payment transaction is limited to the balance You have in Your Account (together with any available arranged overdraft and any cheques paid into Your Account that We are treating as available for You to use) but subject to any immediate payments You have already asked Us to make from the Account that have not yet been paid, (together with any Card payments We have authorised,).

- 7.2 Subject to Condition 24.3 below, if You wish to make a cash withdrawal You can do so by using a Card only at an ATM. A foreign exchange fee may be applied when making a cash withdrawal in a Foreign Currency. We will inform You of this charge at the time of Your withdrawal request.
- 7.3 You can use Your Card to withdraw up to a maximum of £600 cash each day from any ATM in the UK (Accounts operated in pounds only) or any ATM worldwide displaying the VISA sign. If You use Your Card at an ATM dispensing Foreign Currency, the maximum daily withdrawal limit will be approximately the equivalent of the amount in pounds. You can make a maximum of five withdrawals per day accumulating to the £600 maximum. We will not charge You for withdrawing cash from any ATM in the UK displaying the VISA sign. Some ATM providers may apply a transaction charge. If this is the case You will be informed what the charge is and You will be able to cancel the transaction if You do not wish to proceed.
- 7.4 For Accounts operated in pounds, You can make payments within the UK by setting up standing orders or direct debits or by instructing Us to make BACS, CHAPS, or Faster Payment transfers. You can make payments outside the UK by setting up standing orders or by instructing Us to make SWIFT or SEPA transfers. For euro Accounts, You can normally make payments within the UK or outside the UK by SWIFT, standing orders or SEPA. Electronic payments are detailed as follows:
- 7.4.1 Payments in pounds between accounts held in the UK:
- i. **Faster Payments**
Faster Payments out can be made using Online Banking 24 hours a day, seven days a week and the funds will usually reach the recipient's bank within two hours from receipt of the payment order and, where the payment is received outside of Office Hours, the payment may take up to the end of the next Working Day (at the latest). In limited circumstances, for instance if We suspect fraud, the payment may take longer to reach the recipient's bank. Once instructed they cannot be cancelled. There is no limit to the number of Faster Payments You can make via Online Banking as long as the overall total does not exceed the daily limit of £50,000 (or any other limit We inform You of) and You have adequate funds in Your Account. We recommend that payments for more than £50,000 are made using CHAPS.
 - ii. **CHAPS**
CHAPS is an automated payment system and We use it to make payments on the same day in the UK, in pounds (provided the payment instruction is received before the cut off time set out in Condition 7.8.1 below). Any requests received after the cut off time will normally be processed the next Working Day.
 - iii. **BACS (payment in only)**
Payments in pounds which can be received into Your account. BACS payments can take up to three days from the payment date to reach Your Account.
 - iv. **Standing order**
Standing orders are a convenient way of making regular payments for the same amount from and to Your Account. You instruct Us who to pay, how much, how often and when. You can set up, change or cancel a standing order instruction at any time, via Online Banking or by calling Us.
 - v. **Direct debits (Payment out only)**
A direct debit is an instruction from You to Your bank that authorises a company to take an agreed amount of money from Your Account. You are not able to create a new direct debit yourself. You'll need to contact the company You want to pay and they'll arrange for You to complete a direct debit instruction. They'll want to know a little about You, such as Your name, address and bank details. The company will then inform Us that a direct debit has been set up and begin to collect Your payments on the dates You've agreed. You can view the direct debits set up on Your Account in Online Banking. Please see Condition 7.10 below for details on how to cancel a direct debit.
 - vi. **Internal transfers**
You can use Online Banking to make internal transfers to other accounts You hold with Us or to other Cynergy Bank customers. These transfers are credited to the payee's account as Cleared Funds instantly.
- 7.4.2 Payments to and from overseas accounts in the following ways:
- i. **Outward SWIFT payments**
Payments to accounts held with banks outside the UK or where the payment is in a currency other than pounds or euros. If an outward SWIFT payment involves a currency conversion other than pounds or euro the funds will reach the recipient's bank by the beginning of the third Working Day following receipt of Your payment instruction. Please note that because banks around the world operate in different time zones a payment made on a Working Day in the UK may not reach the payee's account in another country until the next Working Day in that country. SWIFT payments out are only available using Online Banking.
 - ii. **SEPA Credit Transfer (SCTs)**
Electronic payments between accounts held in any of the EU member states as well as Switzerland, Norway, Iceland, Monaco and Liechtenstein. SEPA Credit Transfers (SCTs) are made in euros which means a currency conversion will be required if the paying or receiving account is a non-euro account. SCTs out are only available using Online Banking.

Payments to overseas accounts may be subject to exchange rates and fees. You will be informed of any exchange rate and/or fee at the time the payment is initiated.

- 7.5 A cheque book is not available to new Accounts and is only available if You have a non-online Account operated in pounds with Us (i.e. an Account that You can operate without Online Banking access).
- 7.6 If You instruct Us to send money to the account of another person We will process Your instructions using only the Unique Identifiers which, for UK payments in pounds, are the sort code and account number, and for SEPA payments it will be the International Bank Account Number (IBAN) of the payee (the person You are transferring funds to).
- 7.7 If You claim that Your Account has been debited with transactions which You allege were fraudulent, We may report such alleged fraud to the Police. You agree that We may provide the Police or other third parties with any information We consider relevant in respect of the alleged fraud. You also agree to provide Us with all the information You possess about the transaction(s) and to take all reasonable steps We deem necessary to assist with the recovery of any funds taken by a fraudster. If We ask You to, You agree to report the matter to the Police and assist them with their inquiries. Where required We will provide You with a referral letter to take to the Police to report a crime related incident.

7.8 Receipt of payment orders

- 7.8.1 Subject to your Account balance (including any arranged overdraft), We will start working on Your instructions to make a payment on the same Working Day We receive them (or the day You ask Us in the future), except if it is after the cut-off time for accepting new instructions for that day. In that case, We will process instructions on the next Working Day. The cut-off times applicable to instructions are:
- i. Faster Payment: No cut-off time;
 - ii. CHAPS: 3:30pm;
 - iii. International payments (SWIFT): 2:30pm;
 - iv. SEPA: 2.30pm;
 - v. Non-Online Banking transfer between Your accounts: 3:30pm; and
 - vi. Non-Online Banking transfer to other Cynergy Bank customers: 3:30pm.

7.9 When will the payment reach the recipient's bank?

- 7.9.1 Subject to Condition 7.6 above, if You ask Us to send money within the UK, the payment will typically be made using the Faster Payment service and the money will usually reach the recipient's bank within two hours from receipt of the payment order. In limited circumstances, such as suspected fraud, the payment may take longer to reach the recipient's bank.
- 7.9.2 If We cannot use the Faster Payment service then the following timescales will apply:
- i. CHAPS: reach the recipient's bank by the end of the Working Day that We receive Your payment instruction;
 - ii. SWIFT & SEPA: reach the recipient's bank by the end of the next Working Day following receipt of Your payment instruction.
- 7.9.3 If You ask Us to make a payment involving a conversion to a currency other than pounds or euro, the funds will normally reach the recipient's bank by the beginning of the third Working Day following receipt of Your payment instruction; and, in any event, by the end of the fourth Working Day at the latest.
- 7.9.4 If the payment does not arrive with the recipient's bank by the time We are legally required to get it there, You can ask Us to contact the receiving bank and We will ask them to treat the payment as if it had been made on time.

7.10 If You want to cancel or change a payment instruction

- 7.10.1 Whether We can cancel or change a payment instruction You have given Us depends on the type of payment it is:
- i. You cannot stop an immediate (not recurring) Card Transaction, or electronic online payment after Authorisation. That means that once You have entered: Your PIN; Digipass®; OTP; Password; or Card Password You cannot cancel the payment because it is processed straight away.
 - ii. If You have recurrent payments that are made by Card, direct debit or standing orders You can cancel the payment through Us during Office Hours on the Working Day before Your Account would be debited. Except for standing orders, We recommend You also contact the organisation taking the payment to cancel the agreement.
 - iii. In the case of a payment transaction initiated by a Payment Initiation Service Provider, You may not revoke the payment order after giving consent to execute the payment transaction to the Payment Initiation Service Provider.
 - iv. You can ask Us to cancel a cheque before it has been presented to Us. This means before the person who has it pay it into the bank, and their bank has approached Us to honor it.

7.10.2 Unless otherwise stated in these Conditions, We will treat all Your payment instructions as irrevocable, and We will rely on Your payment instructions when making payments and dealing with external payment systems.

7.11 When We can stop or refuse money being paid into or being taken out of Your Account

7.11.1 We may stop all activity or specific payments or withdrawals on Your Account if We reasonably suspect fraudulent or unlawful activity on Your Account.

7.11.2 We may also refuse to carry out a payment and/or a withdrawal on Your Account if:

- i. We reasonably doubt the authenticity of the instruction or do not consider it to be sufficiently clear;
- ii. We reasonably believe that acting on the instruction might put Us in breach of any Law, regulation, code or contractual obligation binding on Us, or court order that We have to comply with or might expose Us to any legal action or censure by any government, regulator or Law enforcement agency;
- iii. We reasonably believe You do not have sufficient Cleared Funds;
- iv. Condition 7.11.5 applies;
- v. We have reasonable grounds for believing that Your Account or Card has been or is likely to be misused, whether fraudulently or otherwise;
- vi. a restriction applies to Your Account that stops Us from following Your instructions;
- vii. You have asked Us to make it in a particular way (for example by Faster Payment) that the recipient's bank does not accept;
- viii. You failed to provide Us with any extra identification that We have reasonably asked for; or
- ix. in Our reasonable discretion any other valid reason applies.

7.11.3 We can suspend or cancel Your right to use Your Card, PIN, Password, Passcode, User ID, Username, Digipass®, Authenticator App or Online Banking (a payment instrument) at any time where:

- i. We suspect Your security information is being used fraudulently or without Your Authorisation (for example, We are being told there is a dispute between Joint Account Holders which means that Your Account cannot be used until the dispute is resolved);
- ii. We have concerns relating to the security of the device You have used to request the payment; or as a result of a change in Your financial circumstances, or the way You use Your Account, We reasonably believe that You may have difficulty in meeting Your commitments.

7.11.4 If We refuse to carry out Your instructions for the reasons set out in Condition 7.11.2 or 7.11.3 above, We will act in a reasonable manner and if permitted by Law We will attempt to contact You as quickly as possible (and in advance if possible and in any event immediately after carrying out any measures to suspend or cancel the payment instrument) to tell You We have not followed Your instruction and to explain why.

7.11.5 We or Our Clearing Agent may carry out a Financial Crime Risk Management Activity. This may result in delays in processing Your instructions to make a payment or it may mean the instructions not being carried out at all. Neither We nor Our Clearing Agent shall be responsible to You or any third party for any loss incurred as a result of such delay or refusal to carry out Your instructions.

7.11.6 You can contact Us for further information as to why the instruction was refused or delayed and if there are no legal reasons preventing Us, then We will let You know Our reasons. We will also tell You what You can do to correct any errors in the instruction or to satisfy that the instruction came from You.

7.11.7 If the reasons for stopping or suspending a payment or suspending or cancelling Your right to use Your Card, PIN, Password, Card Password, Passcode, User ID, Username or Digipass® no longer apply, We will unblock or replace them, as appropriate.

7.11.8 We may return standing orders, reject direct debits or refuse to make any payment if You do not have sufficient Cleared Funds or for the reasons set out in Condition 7.11.2. In deciding whether to make a payment, We may take into account or ignore any earlier instructions to make payments, any authorisations We have given for Card Transactions and any regular payments into or from Your Account (such as direct debits or standing orders). We may also take into account any interest and charges which have accrued but not yet been debited to Your Account. If We need to do this, We will contact You in accordance with Condition 7.11.4 above and We will also comply with Condition 7.11.7 above.

7.12 Paying Charges from Your Account

7.12.1 Details of all Our charges and fees are shown in Our Fee Information Document, which can be accessed on Our Website and via Online Banking. We can vary Our fees and charges in accordance with Condition 21 below.

7.12.2 Any charges You incur will be taken directly from Your Account. There may be charges for additional services not covered in these Conditions, but We will always tell You about these charges before the service is provided.

8. CHARGES AND INTEREST ON BALANCES

8.1 Credits to the Account are accepted in the expectation that they will clear. You may incur charges and interest if payments are made from Your Account before funds are cleared as displayed in Our Fee Information

Document.

- 8.2 Where interest is payable by Us on Your Account, this interest will first accrue on Your credit balance as explained in the table below and will be calculated on a daily basis and be credited to Your Account as follows:

Type of payment received	When We pay interest
Cash	Same day
Electronic payments	Same Working Day
Pound denominated cheque paid in at a UK branch of Our Clearing Agent	Up to two Working Days after We receive the cheque
Cheque in any other currency or drawn on a non- UK bank	The day We receive or pay the amount of the cheque

- 8.3 Interest, where payable, will be paid without the deduction of tax. You may need to pay tax on any interest earned on Your Account above the amount of Your Personal Savings Allowance. If You are a Joint Account Holder, Your Personal Savings Allowance will be used against Your share of the interest. The tax treatment and the rate of interest payable depend on individual circumstances and may be subject to change in the future.
- 8.4 You are responsible for ensuring You are paying the correct amount of tax, if any is payable, on the interest received on Your Account.
- 8.5 We may change the interest rate on Your Account for any of the following reasons:
- i. to respond proportionately to a proposed change in the Bank of England Base Rate or any other publicly listed market rate, or a change in Our funding costs or lending rates, or if We have good reason to expect changes that affect Us or that will reasonably affect Us;
 - ii. if We need to reflect any regulatory requirements or guidance, a decision or recommendation of any court or ombudsman or any change in taxation or Laws that impinges on the interest rates that We pay to investors;
 - iii. to reflect the rates being paid by Us on other accounts to ensure that We manage Our interest margin;
 - iv. for any other valid reason.
- 8.6 If We change the interest rate for any of the reasons set out in Condition 8.5 above, and the change is to Your advantage, We may make it immediately and without advance notice. If We make such a change, We will notify You within a reasonable time of the change taking effect. If the change is not to Your advantage, We will follow the process set out in Condition 21.3 below.
- 8.7 We may notify You of any changes to Our interest rate by email, post and/or Secure Message. We will also display these changes in Online Banking and/or Our Website.

9. ARRANGED AND UNARRANGED OVERDRAFTS

- 9.1 We expect You to keep Your Account in credit. However, we may agree an arranged overdraft on your Account. Overdrafts are primarily intended for short-term borrowing, are a credit agreement and are not generally suitable for longer-term borrowing.
- 9.2 An arranged overdraft is one that we agree with you in advance. It allows you to borrow a pre-agreed amount from Us once your Account balance reaches zero. You must agree the limit with us before it is available to use.
- 9.3 We may, at Our discretion, allow a payment despite a lack of funds that creates an unarranged overdraft. An unarranged overdraft is when Your Account exceeds any arranged overdraft limit or becomes overdrawn without an arranged overdraft in place. Where this occurs, You will be charged interest as if You have an arranged overdraft.
- 9.4 Interest charges for using an arranged overdraft or unarranged overdraft, if applicable, are detailed in the "overdraft" section on our Website.
- 9.5 Whether We agree to lend You money through an arranged or an unarranged overdraft depends on a number of factors, including Your financial situation.
- 9.6 Please be aware that if you attempt to exceed your credit limit or become overdrawn without a pre-arranged overdraft items may not be paid.
- 9.7 Our arranged overdrafts or unarranged overdrafts are repayable on demand. This means that We may demand the repayment of, or reduction in, Your arranged overdraft or unarranged overdraft at any time. We do not have to give You advance notice but We will try to provide you with 30 days' notice where possible.
- 9.8 You can request for Us to cancel or reduce Your arranged overdraft facility at any time, to do this, please contact our customer service team.

- 9.9 If You want to know more about how the unarranged overdraft or an arranged overdraft works, please ask Us or go to Our Website.

10. SET-OFF

- 10.1 Subject to Condition 10.4 below, We can treat any deposits or other sums owed by Us to You (in any currency) as collateral for any liabilities You may have to Us, either now or in the future. This may include general or special, contingent or un-matured liabilities
- 10.2 We can at any time apply or set off deposits or other sums against liabilities You may have to Us by providing a reasonable notice.
- 10.3 Subject to Condition 10.4 below, We may use credit balances on any account You have with Us to reduce or repay any arranged or unarranged overdraft or other sums You owe Us and will tell You when We do so.
- 10.4 Set-off does not apply in respect of cash ISAs, where we're prevented by a court of law or where you have given instructions or notice to hold or transfer the money to someone else or if You have received that money from a government department, local authority or NHS direct payment body and taking into account any sustenance balance.

11. JOINT ACCOUNTS

- 11.1 You may open a Joint Account for up to four Account Holders. We will act on instructions (including withdrawal instructions) given by any one of You (without the consent of the other Account Holder(s)). That means one of You could withdraw the entire balance and close the Account.
- 11.2 We cannot allow You to operate the Account if You have told Us of any dispute between the Account Holders. We reserve the right to freeze the Account until the matter is resolved or until We have received further instructions in writing and signed by all the Account Holders.
- 11.3 We have the right not to accept instructions from one Account Holder, if We reasonably suspect that the instruction is against the interest of the other Account Holder(s).
- 11.4 You agree to be bound jointly and severally (that is, both individually and together) by these Conditions and acknowledge that You will be jointly and severally liable for any obligations, duties or liabilities under, or in connection with, these Conditions (including any arranged overdraft or unarranged overdraft on Your Account). We may demand repayment or take action to recover fees, charges, debts or repayments owed to Us in respect of the Joint Account against any one of You, or all of You.
- 11.5 If any one of You wishes to stop being a Joint Account Holder You must inform Us by Secure Message or in writing. A person removed from the Account will still be liable under these Conditions for the period before they were removed.
- 11.6 You agree that if one of You dies, the survivor(s) will become the owner(s) of the Account and may (subject to Our right of set-off) withdraw any Account balances.
- 11.7 We may disclose to any of You any information We hold about the Account including historical statement information, even if that information relates to a time when the Account Holders were different.
- 11.8 We will normally issue a Card and PIN and, if required, a Digipass® to each Account Holder.
- 11.9 We will send all email and postal communications concerning Your Account to the email and/or postal address of the first Account Holder named on the Account opening application, unless You instruct Us otherwise. The person We contact is responsible for sharing the information We send with the rest of the Account Holders.

12. THIRD PARTY ACCESS (OTHER THAN A THIRD PARTY PROVIDER)

- 12.1 We may accept and allow a third party to open and operate Your Account where You have authorised this third party to act on Your behalf and provided that the third party has full power and authority to act on Your behalf without needing the consent or involvement of any other person (for example by way of a power of attorney).
- 12.2 For Us to accept such authority from You, You may need to sign a form that We give You and provide Us with a duly executed power of attorney.
- 12.3 We will request identification documents in order to verify the identity of such third party.
- 12.4 In certain circumstances, the Law may require Us to allow someone else to operate Your Account (for example, if You become incapable, bankrupt or in the event of Your death) and any third party mandates or powers of attorney You have given to Us may become ineffective.
- 12.5 For security reasons, We may not allow a person who is operating Your Account for You to have access to some services.
- 12.6 We are not responsible for any act (or failure to act) by someone else allowed to operate Your Account so long as

We did not know or suspect they were acting dishonestly towards You.

13. STATEMENTS

- 13.1 We will provide You with electronic statements, free of charge, via Our Online Banking portal, for You to download and print. Your statements will contain details of each transaction such as a reference for the transaction and the amount of any charges payable. Unless an Account Holder instructs Us otherwise via Online Banking, We will send a text alert to the mobile number(s) registered with Us (as revised and communicated to Us from time to time) to tell You Your statement is available. For the avoidance of doubt, the maximum number of Account Holders who may receive this text alert is three.
- 13.2 Your statements will be available to view via Online Banking for up to three years. If You require a statement that is no longer available to view via Online Banking, You can request a copy by sending Us a Secure Message.
- 13.3 You agree to check Your statements carefully and contact Us without undue delay if Your Account includes an item which appears to You to be wrong or not made in accordance with Your instructions, even if the transaction was made via a Third Party Provider. If You do not do this We will not be liable for any fraudulent or erroneous transactions on the Account which occurred after You ought to have notified Us of Your suspicions or concerns and in any event We will not accept liability for any transactions which You did not query within 13 months after their debit date. For direct debits in pounds Your rights under the UK direct debit scheme will apply.
- 13.4 We will correct any entries We make to Your Account by mistake as soon as possible after You tell Us about them or We become aware of them.
- 13.5 We will only post paper statements to you if we need to or should You specifically request that We do. If You are a Joint Account Holder You may ask Us to send statements to each person at a different address where each person resides at a different address.
- 13.6 For every Account You have with Us, We will provide You with a Statement of Fees annually on or around the date you opened Your Account with Us. We will issue this electronically, free of charge, via Our Online Banking portal, for You to download and print.
- 13.7 We reserve the right to put messages on Your statement to give You notice of variations to these Conditions.

14. PERSONAL DATA

- 14.1 Before We collect or use Your information You will be provided with Our Privacy Policy. We will provide certain information to others if We:
- i. are required to do so by Law;
 - ii. have a public duty to disclose it and We need to disclose the information to protect Our own interests (for example, in any legal proceedings);
 - iii. believe You may have tax obligations in the UK or any other countries, We may have to disclose information about You directly to Tax Authorities;
 - iv. as otherwise set out in Our Privacy Policy; or
 - v. if We have Your specific agreement.

This does not impact any rights and obligations You or We have under Data Protection Legislation.

- 14.2 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 14.3 If You would like to receive details of the relevant fraud prevention agencies that We use or any other information regarding Your Customer Information, contact Us at Cynergy Bank, PO Box 80030, London EC4P 4NG. Alternatively, You can access this information on Our Website.
- 14.4 If You feel that We hold inaccurate information on You please notify Us immediately.
- 14.5 After Your Account is closed We will keep Your Customer Information in accordance with Our Privacy Policy.

15. OPENING ACCESS TO THIRD PARTY PROVIDERS

- 15.1 If You (or a third party properly authorised to give Us instructions on Your Account) choose to share information about Your Account with, and/or make payment transactions via, a Third Party Provider (either in the UK or in another country), You will need to agree this directly with the Third Party Provider. We will treat any instruction from a Third Party Provider as if it was from you.
- 15.2 Once You have agreed to use a Third Party Provider to access Your Account and/or make payment transactions, the Third Party Provider will be able to provide its services to You for the specific period You have authorised.
- 15.3 We may refuse to allow a Third Party Provider access to Your Account if We are concerned about unauthorised or fraudulent access. We will contact You by text message, telephone, post, email, Secure Message or another secure method to advise You of the reasons why before we refuse access, or immediately afterwards (unless this would

compromise Our security measures or would be unlawful).

15.4 Should You wish to terminate any services You are receiving from a Third Party Provider, You will need to contact the Third Party Provider direct. You are unable to terminate via Online Banking.

15.5 We do not have control over such third-party practices and We recommend that You (or a third party with authority over Your Account):

- i. consider the information handling practice of that third party before requesting their services by contacting them or reading their privacy policy to ensure You are comfortable with how they handle Your information; and
- ii. check from the information they give You that they are authorised by the Financial Conduct Authority or another European regulator.

16. YOUR RESPONSIBILITIES

16.1 You must inform Us in writing about any changes to Customer Information provided to Us, as soon as reasonably practicable after the change. You must ensure that Your registered address, each mobile telephone number and email address registered with Us are up to date and that the arrangements for receiving mail at Your registered address and email address are secure.

17. REFUNDS AND MATTERS WE ARE LIABLE FOR

If You have been charged more than expected for a transaction

17.1 You will, subject to Condition 17.3 below, be entitled to a refund if within eight weeks from the date Your Account is debited with a direct debit payment or Card Transaction You notify Us that:

- i. the Authorisation You gave did not specify the exact amount to be paid; and
- ii. the amount of the payment exceeded the amount that You could have reasonably expected to pay based on Your circumstances including Your previous spending pattern; and
- iii. the payment was made to a Retailer in the European Economic Area (EEA). The EEA includes any country in the European Union plus UK, Iceland, Liechtenstein and Norway.

17.2 If You request a refund under Condition 17.1 We may require You to provide such information as We feel is reasonably necessary to support Your claim and You must give Us this information as quickly as You can.

17.3 The right to a refund under Condition 17.1 does not apply where You have given Us Your consent directly to make a payment and, where applicable, information relating to the payment transaction was given to You at least four weeks before the due date.

17.4 We will refund You within ten Working Days of receiving Your request or of receiving any information We ask for and, where applicable, in addition to the refund, We will restore Your Account to the position it would have been in had the transaction not occurred. This means that We will refund any charges together with any interest You have to pay because of the transaction and pay You lost credit interest, if any.

17.5 If We refuse Your claim for a refund We will contact You within ten Working Days of the day We receive Your request or, where applicable, the day You provide Us with any information We have requested, whichever is the latest, and We will, unless precluded by any Laws, provide You with a reason for doing so. If You do not think We are justified in refusing Your claim You should contact the organisations listed in Condition 19 (*Complaints Procedure*).

17.6 If You allow payments to be made from Your Account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which You will be given on the direct debit form or direct debit confirmation) will apply instead of the terms above. This means that if an unauthorised direct debit has been taken from Your Account in error by a company, organisation or by Us You must inform Us straight away and We will give You a full refund in accordance with the Law and Your rights under the UK Direct Debit Scheme.

If You have a loss You want to claim back from Us

17.7 If We fail to make a payment or carry out a payment incorrectly, We will generally be liable to You (subject to the exceptions in Conditions 17.11 to 17.14) but You must notify Us without undue delay as soon as You become aware of the mistake and in any event not later than 13 months after the transaction was debited from Your Account.

17.8 If You tell Us about a wrong payment more than 13 months after it was made, We will not give You a refund but, if You ask Us, We will try to recover the refund for You. If You ask Us for information in relation to a transaction We will immediately take steps to trace it and notify You of the outcome.

17.9 If We are liable We will refund the amount of any defective or incomplete transaction to You without undue delay and where applicable, in addition to the refund, We will restore the Account We debited to the position it would have been in had the transaction been carried out correctly or not occurred at all. This means that We will refund any charges and interest You have to pay because of Our error or omission and pay You any lost credit interest, if any.

- 17.10 If a payment is made late due to Our error, You can ask Us to ask the recipient's bank to add the payment to the recipient's account as if it has been made on time.
- 17.11 We will not be liable to You for any loss You may suffer if We can show that the payment was authenticated, accurately recorded, entered into Our accounts and not affected by a technical breakdown or other deficiency, or if We can show that the amount of the payment was received by the recipient's bank or building society, or if We do not act on Your instructions for any reason referred to in Condition 7.11.
- 17.12 In addition, We will not be liable to You if We do not carry out Your instructions and for any loss You may suffer due to any of the following:
- i. We learn that a bankruptcy petition has been issued against You;
 - ii. We learn that You have been declared bankrupt;
 - iii. We cannot provide, or are delayed in providing You with Online Banking Services, TMS, any banking or other services as a direct or indirect result of anything abnormal and/or unforeseeable circumstances beyond Our control, which meant We could not follow this agreement despite Our best efforts to do so, or because We have to comply with any present or future Law(s). This includes, but is not limited to industrial action, failure or fluctuation of power or telecommunications supplies, breakdown in third party computer hardware or other equipment or error in any software, any error or discrepancy in Your instructions and/or any failure or delay in the supply of services to Us by any third party.
- 17.13 We will not be liable, in any circumstances, for any loss of profit or any loss of opportunity, indirect or consequential losses whatsoever including any loss of business or loss or damage of goodwill You suffer if We fail to act on Your instructions for any reason whatsoever.
- 17.14 We will not be liable to You for any loss You may suffer if Your mobile phone network provider fails to deliver any OTP We sent to You to Your mobile phone number.

If someone takes an unauthorised payment from Your Account

- 17.15 Subject to Condition 17.17, We will, as soon as We can and in any event by the end of the Working Day after You have contacted Us to report an unauthorised payment from Your Account and, put Your Account back as if the payment hadn't happened (which includes refunding the full amount of the payment made and any charges and interest You have paid and paying lost credit interest, where applicable), You must notify Us without undue delay as soon as You become aware of the unauthorised transaction and in any event not later than 13 months after the transaction was debited from Your Account. Once We provide You with a refund, You will not have any further claim against Us. If You tell Us about an incorrect payment more than 13 months after it was made, whilst We will not give You a refund, We will, should You so require, try to recover the refund for You.
- 17.16 If You use a Third Party Provider You must continue to tell Us about any payments on Your Account that You think may be incorrect or unauthorised.
- 17.17 If We reasonably suspect You have acted fraudulently and We notify the Police or another person permitted by Law, We may not provide a refund in the time specified in Condition 17.15, but We will investigate Your claim further as soon as possible and if We find that the payment was indeed unauthorised, We will promptly refund Your Account.
- 17.18 If We have evidence to suggest You have acted fraudulently or with intent or gross negligence failed to comply with Your obligations in respect of the security of the Account, You will not be entitled to a refund.
- 17.19 We may decide to investigate the transaction and the circumstances after We have given You a refund. If We later determine that You were not entitled to all or some of the amount refunded, We reserve the right to adjust a refund and We will give You reasonable notice before doing so.
- 17.20 In the event of fraud or suspected fraud in respect of Your Account, We reserve the right to provide You with a new Account number, including a new International Bank Account Number (IBAN) or sort code, to replace Your current Account details.

18. CLOSING, TRANSFERRING OR SUSPENDING YOUR ACCOUNT

When You can close Your Account

- 18.1 You may, by Secure Message or by giving Us written notice that You wish to close Your Account, close Your Account at any time. Subject to the following Condition, the closure will not be finalised until four Working Days after We receive notice from You in order to enable any pending transactions to be processed prior to final closure.
- 18.2 Your Account will stay open (and these Conditions will continue to apply) until You have repaid any money You owe Us. This includes any payments You have already made but have not been taken out of Your Account.
- 18.3 If You tell Us that You wish to close Your Account, You will not be able to use Your Account or any services or

benefits linked to it anymore. Your Card will no longer work after the Account is closed. We recommend that you stop using your Card immediately after asking us to close your Account as any transactions after this date could cause a delay to the closing of Your Account.

When We can close Your Account

- 18.4 We may close Your Account or withdraw the Account, at any time by giving You at least two months' notice. Any benefit or services linked to Your Account will stop at the time of closure being the last day of the two months' notice period.
- 18.5 However, We can close Your Account immediately or on less notice, if:
- i. We reasonably believe You have seriously or persistently broken any terms of these Conditions; or
 - ii. We have reasonable grounds to believe that You have done any of the following things:
 - a) You put Us in a position where We might break Laws or other duty that applies to Us if We maintain Your Account;
 - b) You give Us any false information at any time;
 - c) You commit (or attempt to commit, or We reasonably suspect You committed or attempted to commit) fraud against Us or someone else;
 - d) You use (or allow someone else to use) Your Account illegally or for criminal activity, including receiving proceeds of crime into Your Account;
 - e) You behave in a threatening or abusive manner to Our staff;
 - f) You use the Account for business purposes; or
 - g) You inappropriately let someone else use Your Account.
 - iii. We receive notice of Your death or bankruptcy; or
 - iv. We reasonably believe that maintaining or allowing You to continue to operate Your Account might expose Us to action or censure by any government, regulator or Law enforcement agency, or cause Us to breach any court order to which We are subject; or
 - v. We find out that You are not eligible for it (for example You, or someone who jointly holds an Account with You, do not have leave to remain in the UK).

We will endeavour to tell You in advance if this happens, but if We were breaking any Laws by continuing to offer You the Account or service, We will have to close or stop it immediately upon Our becoming aware of the same and, unless precluded by Law, notify You immediately after doing so.

- 18.6 If We withdraw the Account, or We close Your Account (or stop providing a service because You are not eligible for it), and You remain eligible to hold an account or receive services from Us, We will endeavour to assist You with Your financial needs to the best of Our abilities including the provision of an alternative account where applicable.

Consequences of closure of the Account

- 18.7 When this Account is closed, You must:
- i. repay any money You owe Us and pay any charges (including arranged overdraft or unarranged overdraft interest) up to the date the Account is closed;
 - ii. return anything that belongs to Us or that We have given You, such as a Digipass®; and
 - iii. cancel any direct payments (such as direct debits, standing orders and regular card payments) into or out of Your Account.
- 18.8 When this Account is closed (or a service or benefit under it ends), it will not affect any instructions already given to Us or any legal rights or obligations that may have already arisen.
- 18.9 Subject to Conditions 18.2 and 18.7(i) above, We will typically pay or transfer money We hold in the Account to You (or, at our discretion, to any other person as You may notify to Us in writing) on the day the Account is closed and no later than 2 Working Days of the Account being closed.

Transferring Your Account

- 18.10 If You decide you would like to transfer your current Account to another UK bank or building society, We will help You to make the switch. However, this process will need to be initiated through your new UK bank or building society and they will contact us to complete the transfer.
- 18.11 Once We have been notified that you have decided to transfer to Us, You will be asked to complete and return Our "Account Switching Mandate" which is available to download from our Website. You will also be asked to elect a date, no less than 13 Working Days from the date we receive your completed Account Switching Mandate so that the transfer can be completed.
- 18.12 You can only transfer between Accounts held in the same currency i.e. an account held in pounds to another account held in pounds or an account held in euros to another account held in euros and this service is only available to transfers in or out from the "Cynergy Bank Personal Current Account".
- 18.13 If You want to transfer to a bank or building society based in the EU or EEA please contact us and we will be able to provide You further information and take Your instructions relating to transferring any credit balance or

closing Your Account.

When Your Account will become inactive or suspended

- 18.14 If there is no activity on Your Account(s) for a period of no less than 12 months then Your Account may be suspended to help maintain the security of the Account. We will write to You 60 days prior to suspending Your Account to let You know what You need to do to avoid the Account becoming suspended. If no action is taken during the 60 days from Us writing to You, the Account will be suspended and You may need to satisfy Our identity requirements to reclaim any funds and/or make the Account active again.

19. COMPLAINTS PROCEDURE

- 19.1 We take pride in offering a high standard of customer service and take all customer complaints seriously. If You have a complaint about any of Our services, please contact Our Customer Care Team. You can contact them in the following ways:

Email Send an email to complaints@cynergybank.co.uk
Telephone 0345 850 5555 (or +44 (0)20 3375 6422 if You are calling from outside the UK)
Write Customer Care Team
Cynergy Bank
PO Box 80030
London EC4P 4NG

- 19.2 On receipt of Your complaint, We will promptly send You written acknowledgement that We have received it.

- 19.3 If We are unable to resolve Your complaint to Your satisfaction, You may refer Your complaint to the Financial Ombudsman Service, provided Your complaint falls within the Ombudsman's terms of reference. You can contact the Financial Ombudsman Service in the following ways:

Telephone 0800 023 4 567 (free for people ringing from a fixed line phone)
0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
Online Standard template complaint forms are available at <https://help.financial-ombudsman.org.uk/help>

Further details about the Financial Ombudsman Service will be provided with Our final response letter. You can also visit their website at www.financial-ombudsman.org.uk.

20. DEPOSIT PROTECTION

- 20.1 Cynergy Bank Limited is a member of the Financial Services Compensation Scheme (FSCS) in the UK. Current eligible deposits are protected up to £85,000 per customer.
- 20.2 This means that if We were unable to meet Our obligations, Our eligible depositors would be able to claim up to the compensation limit from the FSCS. The maximum compensation limit applies per depositor not per Account, so for Joint Accounts each Account Holder would be entitled to compensation up to the maximum limit of £85,000 each. All deposit claims will be paid out in pound sterling.
- 20.3 Deposits held in all currencies with Us are protected under the FSCS and will be paid out in pound sterling.
- 20.4 For further information about the FSCS (including eligibility and amounts covered) please see Our Website or visit the website of the FSCS at www.fscs.org.uk or call 0800 678 1100 or 0207 741 4100.

21. VARIATION

- 21.1 We may change these Conditions for the following reasons:
- to meet legal, financial or regulatory requirements. This includes changes to any codes of practice that We subscribe to, or to reflect relevant court or Financial Ombudsman Service decisions or any guidelines given by relevant regulatory, trade or professional bodies;
 - to reflect changes required as a result of the introduction of new or improved systems, methods of operation, services or facilities;
 - to make them clearer or more favourable to You;
 - to ensure that Our business is run prudently and reflects general banking practice.
- 21.2 We reserve the right to change these Conditions for any reason not above, provided that such change is reasonable and proportionate.
- 21.3 If We change these Conditions We will (unless We are prevented from doing so for legal or regulatory reasons) give You at least two months' notice before the change takes effect and if You are not happy with the change You can close Your Account without charge at any time before the change comes into effect. If You do not contact Us to tell Us that You do not accept these changes before their proposed date of entry into force, We

will assume that You have accepted the changes.

- 21.4 You agree that We can notify You of any changes to these Conditions or Our Fee Information Document by email, post, Secure Message or text message, giving You a summary of those changes and informing You that the amended Conditions and/or Fee Information Document can be found on Our Website and/or Online Banking.

22. ASSIGNMENT

- 22.1 We may assign Our rights and benefits under Our agreement with You, without Your prior consent.
- 22.2 These Conditions are personal to You and You cannot transfer any or all of Your rights or obligations.

23. GENERAL

- 23.1 Any terms and Conditions implied by Law will also apply to Our relationship with You unless, where the Law so permits, varied or amended by these Conditions or by express agreement with You.
- 23.2 In these Conditions the masculine includes the feminine and the singular includes the plural and vice versa.
- 23.3 Headings in these Conditions are for convenience only and will not affect the interpretation of these Conditions.
- 23.4 Failure by Us to enforce any Condition does not amount to any waiver of Our rights.
- 23.5 If any provision of these Conditions becomes invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions shall not in any way be affected.
- 23.6 Any reference in these Conditions to any statute, regulation or other legislation shall include any legislation that amends, supersedes or replaces it.
- 23.7 These Conditions and any non-contractual obligations arising hereunder will be governed by the laws of England and Wales. You and We agree to submit to the non-exclusive jurisdiction of the English courts. You agree to Us conducting debt recovery and other proceedings in any jurisdiction in which You may be resident from time to time.
- 23.8 These Conditions and any communications and notices with You about any of the services referred to will be in English.
- 23.9 You have a right at any time during the term of this agreement to obtain copies of these Conditions and all documents that form a part of Your contract with Us as well as all information specified in Schedule 4 of the Financial Services and Markets Payment Services Regulations 2017.

PART 2 – DEBIT CARD CONDITIONS

24. USE OF THE CARD

- 24.1 You must ensure that You comply with any instructions We may give regarding the use and safekeeping of Cards.
- 24.2 You may only use the Card within the validity period embossed on the Card and if You have available balance in Your Account or you have pre-arranged an overdraft with Us.
- 24.3 If Your Account is held in euros, Your Card cannot be used to withdraw cash at ATMs in the UK or make payments in the UK but can normally be used to withdraw cash and make payments in other countries.
- 24.4 Where a Card Transaction is in a currency other than that in which the Account is held, the amount of the Card Transaction will be converted to the currency of the Account using the VISA scheme exchange rate applicable on the day of conversion (such rate shall be notified to you at the time of any Card Transaction), plus Our currency conversion ("non-sterling or non-euro transaction") fee specified in Our Fee Information Document. The resulting rate is Our Reference Rate. We will deduct an amount equal to the Reference Rate from Your Account as soon as We receive the Card Transaction information from VISA. Details of the VISA scheme exchange rates are available at www.visaeurope.com (or any replacement website set up by VISA).
- 24.5 Subject to Our responsibilities to You in these Conditions in respect of unauthorised and incorrectly executed transactions, You will be liable for the amount of all Card Transactions and charges debited to the Account, including all transactions made on Your Account.
- 24.6 A replacement Card will be issued by Us as soon as reasonably practicable where any of the reasons set out in Condition 28.2 below ceases to exist.
- 24.7 When quoting Your Card Number over the internet, You should exercise reasonable care to ensure the integrity of the internet site that You are using and that Your Card Number will not be subject to a continuous debiting authority if this is not required.

- 24.8 We will issue You with a PIN. We will not reveal Your PIN to anyone but You. Once You have entered Your PIN, You have given Us consent to debit Your Account. If You have a disability that prevents You from using Your Card with a PIN please contact Us.
- 24.9 You should contact Us prior to travelling abroad to check whether there are any restrictions on use of Your Card for the country or countries You are intending to visit.

25. SAFEGUARDING THE CARD,PIN AND CARD PASSWORD

- 25.1 We strongly recommend that You sign Your Card as soon as You receive it.
- 25.2 You must take all reasonable steps to keep the Card safe and all security details, including Your Card Password and PIN, safe at all times. This includes taking care that no one hears or sees Your security details when You use them.
- 25.3 When entering Your PIN, You must take all reasonable precautions to prevent fraudulent use. These include shielding the key pad at ATMs or the secure PIN pad at premises of Retailers or other suppliers when entering Your PIN and undertaking transactions.
- 25.4 You must never allow any other person to use Your Card whether with or without the PIN but if You do so You will be liable for all debits without limit made to the Account up until the time You notify Us in writing that You have allowed this and that You want the Card to be cancelled.
- 25.5 You must never write the PIN or Card password on the Card or on anything kept with the Card. Failure to comply with this Condition 25.5 will be regarded as You being grossly negligent.
- 25.6 You may only disclose the Card Number for the purpose of making a Card Transaction or when reporting the loss or theft of the Card or when We authorise disclosure.
- 25.7 We recommend that You register Your Card with Visa Secure before using Your Card to pay for goods or services through the internet or other electronic media.
- 25.8 We strongly recommended You use 'secure payment' sites when purchasing through the internet.
- 25.9 You must dispose of any Card receipts safely (for example by shredding them). You should also shred any PIN advice We send You as soon as You have committed the PIN to memory and/or recorded it in a secure way.
- 25.10 We will send automated text message alerts to the Card holder's mobile phone number registered with Us if there has been any potentially suspicious activity on Your Card. If You do not recognise the transaction, You must notify Us without undue delay (see Condition 30.1 below for contact details). If You do not do this We will not be liable for any fraudulent transactions on the Account which occurred after You ought reasonably to have notified Us of Your suspicions or concerns.

26. CARD TRANSACTIONS

- 26.1 Once the Card has been used for a Card Transaction, the transaction cannot be stopped.
- 26.2 If the Card is used to withdraw cash from an ATM operated by another bank, there may be a handling charge.
- 26.3 We may be requested to authorise a purchase or other payment You make with Your Card before it can be completed. If We do, Your Account balance will be reduced by the amount authorised. In accordance with Condition 7.11 above, We may refuse a request for Authorisation.
- 26.4 You authorise Us to debit Your Account on each Working Day with the amount of all Card Transactions processed on previous Working Days. Card Transactions in pounds (or in euros if You have an Account operated in euros) will normally be debited to Your Account within three Working Days of the transaction taking place. Card Transactions which take place abroad may take longer. All Card Transactions once debited will be shown on Your bank statement. As soon as You make the Card Transactions the funds are reserved on Your Account which can affect the balance available to You even before the Card Transaction has been debited to Your Account.
- 26.5 Where using contactless payments, You may on occasion be required to use a PIN transaction to validate the transaction. Once You have done this, Your contactless payments should be reactivated.
- 26.6 In order to help improve Your Account security, in or around July 2021, You will be required to use a Card Password that will be connected to your Card. This Card Password will only need to be used, together with your OTP, when You make certain online transactions. To set up Your Card Password you will need to be registered for our Online Banking Service. If you are not yet registered to use Online Banking, please call customer service on 0345 850 5555 (or +44 20 3375 6422 if You are calling from outside the UK) and they will help You set up your Online Banking Access.

27. CHARGES

- 27.1 We will apply charges as specified in the Fee Information Document and as varied thereafter and notified to You.

27.2 We reserve the right to vary any of Our charges in accordance with Condition 21.

28. REFUSAL TO AUTHORISE CARD TRANSACTIONS AND CANCELLATION OF THE CARD

28.1 We may refuse to authorise Card Transactions for reasons set out in Conditions 7.11.1 and 7.11.2 . If We do so, We will act in accordance with Condition 7.11.4 above.

28.2 We may stop and cancel Your Card for the reasons set out in Condition 7.11.3 above. If this happens, We will act in accordance with Condition 7.11.4 above.

28.3 If a request for Authorisation is declined or if a Card is not accepted in payment We are not responsible for any loss or damage resulting from the Card Transaction not proceeding.

29. RENEWAL AND TERMINATION OF THE CARD

29.1 You may end Your use of the Card at any time by giving Us notice in writing and destroying the Card by cutting it in half through the magnetic stripe and chip.

29.2 We may re-issue or renew Cards from time to time unless You have given Us notice under Condition 29.1 above.

30. LOSS OR MISUSE OF THE CARD

30.1 If You become aware that Your Card has been lost or stolen, or of any misuse of Your Card, PIN and/or Card Password, You must contact Us without undue delay by calling 0345 850 5555 (+44 20 3375 6422 if calling from abroad). We will then deactivate Your Card and provide You with a new Card to the address We have on record as soon as reasonably practicable.

30.2 Once You have informed Us in accordance with Condition 30.1 above, except where You have acted fraudulently, You will not be liable for any subsequent debits made to Your Account by other persons not authorised by You in relation to transactions made after notifying Us. You are responsible for all the losses You incur in respect of a transaction that You did not authorise where the unauthorised transaction occurs when You are in credit and You have, with intent or gross negligence, failed to:

- i. use Your: Card; PIN; and/or Card Password in accordance with these Conditions;
- ii. notify Us immediately in accordance with Condition 30.1 on becoming aware of the loss, theft, misappropriation or unauthorised use of Your: Card; PIN; and/or Card Password unless We did not provide You with the means of notifying Us;
- iii. take all reasonable steps to keep Your: Card; PIN; and/or Card Password safe.

30.3 If You have a Joint Account and each Account Holder has a Card, and only one Card is reported as stolen or compromised, any other Card issued in connection with Your Account will continue to operate. For this reason, if all the Cards issued on Your Account have been stolen or are otherwise compromised it will be necessary for You to notify Us in respect of each Card.

30.4 Provided You contact Us within 18 months of the notification We will provide You with confirmation of the date We received Your report of the lost, stolen or misused Card.

30.5 We will accept immediate notification of the loss or theft of Your Card from any recognised bureau acting for You, from VISA or from any VISA member. If We are notified in this way You do not need to telephone Us.

30.6 If You have reported a Card as lost or stolen and You later find it You must not use it and We recommend that You destroy it immediately.

30.7 If You have acted fraudulently You will be responsible for all losses on Your Account.

30.8 If You have not acted fraudulently, nor intentionally or with gross negligence and You have met Your obligations in accordance with Condition 30.2(i)-(iii), Your liability for the misuse of Your Card is as follows:

- i. If someone else uses Your Card before You tell Us it has been lost or stolen or that someone else knows Your PIN and/or Password, the most You will have to pay is £35 (or if Your Account is held in euros the euro equivalent of that amount), or any lower amount required by Law, but You will have no liability if You were unaware of the misuse of Your Card before unauthorised payments were made from Your Account, or where Your loss has been caused by the acts or omissions of Cynergy Bank, or of its employees or agents;
- ii. Where Your Card details are used to make a purchase of goods or services by mail order or by telephone without Your permission, You will not have to pay anything;
- iii. If someone else uses Your Card details without Your consent and Your Card has not been lost or stolen, You will not have to pay anything.

30.9 You will not be liable for any losses arising out of non-receipt of Your Card unless non-receipt was due to You failing to notify Us of a change of address. If You do not notify Us of a change in Your personal details We will treat that as You acting with gross negligence.

31. OWNERSHIP OF THE CARD

31.1 The Card remains Our property at all times, and must be returned to Us immediately if We ask for it.

32. REGULAR PAYMENTS

32.1 It is possible to set up regular debits to Your Card. Such arrangements are made with the payee when You authorise the initial debit. These debits will then be made at regular intervals and without further reference to You until You ask the payee or Us to cancel such payments. If You ask Us to cancel the payments You should also notify the payee.

PART 3 – ONLINE BANKING CONDITIONS

33. AVAILABILITY AND SUPPLY OF SERVICES

33.1 Subject to the Conditions contained in this Part 3 We will make available and supply Online Banking Services to You.

33.2 If You are not already registered to use Our Online Banking Service, You will need to first activate the Online Banking Service for the purpose of obtaining security credentials for our digital authentication process. You will need to download the Authentication App or request a Digipas® if applicable.

33.3 We have the right at any time to suspend Online Banking and/or an Online Banking Service for the reasons set out in Condition 7.11.3 above.

33.4 We may temporarily suspend Online Banking for the purposes of maintenance, repair or upgrade.

33.5 We will tell You before or immediately after We take any of the steps set out in Conditions 33.3 and 33.4 above and explain why We have done so, unless We are unable to contact You or there is a legal or security reason which means We cannot provide a reason. If the reasons for suspending Online Banking no longer apply the service will be restored.

33.6 You must be aware that if You give Your Online Banking password and log in details to a Third Party Provider, We are not responsible for what they do with Your details or Account information.

33.7 In the event that You need to have a Passcode re-issued, this can take a few hours to be issued and received via TMS.

34. THE DIGIPASS®

34.1 The Digipass® is Our property. You must return it as soon as We ask You to. Please refer to the end of these Conditions for information on intellectual property rights in the Digipass® name.

35. EQUIPMENT, SYSTEMS AND SOFTWARE

35.1 You will be responsible for providing, maintaining and upgrading suitable computing and communications equipment and systems on which to access Online Banking Services and will ensure that You follow the requirements and recommendations set out in the "Security" section of Our Website.

35.2 We will not be responsible for the compatibility or reliability of equipment, systems or software supplied to You by third parties and used in conjunction with Our Online Banking Services.

35.3 You agree:

- i. To ensure Your computer and mobile will comply with Our reasonable standards and requirements which will be advised to You from time to time;
- ii. To keep details of the Online Banking Services and all related information, designs and techniques confidential and not to disclose the same to any third party unless legally obliged to do so;
- iii. To notify Us immediately if You become aware of any failure, delay, malfunction or error in the sending or receiving of instructions; and
- iv. That the copyright and all other rights in Our Online Banking Service and software will remain vested in Us, or any licensor to Us of such software, and that You will not alter, copy or allow any third party access to the software without Our consent.

35.4 You must not access or record any Password (including Your Card Password) or other security details on any software that records it automatically unless retaining Your Password, Card Password or security details is a specific function of the Online Banking Service We provide to You.

35.5 You must always access Online Banking via typing in Our Website address on Your web browser. You should never go to an internet banking site from a link in an email or from the result of an enquiry made through a search engine.

35.6 We strongly recommend You download the Trusteer Rapport security software, which is supplied free of charge by IBM. This provides additional protection for You by keeping Your details secure. It also works alongside Your existing anti-virus and firewall software to give You more protection, even if Your computer has a virus, it can make the difference against identity theft and fraud.

36. COPYRIGHT

The entire content of the Online Banking Service is subject to copyright and the information held is for Your use only (including the use of any person duly authorised by You for this purpose). You may not download, transmit or modify the site without Our prior permission. However, You may print out all or part of the site for Your own personal use.

PART 4 – TEXT MESSAGE SERVICE (TMS) CONDITIONS

37. AGREEMENT TO USE THE TMS

- 37.1 When an Account Holder activates and/or re-activates TMS (via Online Banking), You agree to:
- i. Us sending the selected Account information, by text message, to the mobile phone number(s) of the first three Account Holders named on Our records in alphabetical order, or such other mobile phone number(s) communicated to Us from time to time;
 - ii. any of the first three Account Holders named on Our records in alphabetical order receiving, following a text instruction to Us (at Our contact number displayed on Online Banking), selected Account information on their mobile phone number(s) registered with Us or such other mobile phone number(s) communicated to Us via Online Banking.
- 37.2 The maximum number of Account Holders who can receive TMS is two.
- 37.3 Any Account Holder may normally activate, deactivate and reactivate TMS through Online Banking or by calling Us during Office Hours on 0345 850 5555 (+44 20 3375 6422 if calling from abroad). TMS will be activated, deactivated and/or reactivated (as applicable) by the end of the day on which We receive such instructions.

38. REQUIREMENTS FOR SUBSCRIBING TO AND RECEIVING TMS

- 38.1 TMS can only be used on a mobile phone compatible with a UK network which can send and receive text messages. This means that it cannot be used on non-UK mobile phone numbers, a fixed line telephone, a computer capable of receiving text messages, or a 'virtual' mobile phone number beginning with '070'.
- 38.2 We will not be liable for any charges an Account Holder may have to pay their mobile phone provider for sending or receiving text messages via TMS.
- 38.3 We will not be liable to You for any loss You may suffer if Your mobile phone network provider fails to deliver any TMS We sent to You to Your mobile phone number authorised by You to receive such TMS.

39. TMS SERVICES AVAILABLE

- 39.1 The information contained in any text messages You receive via the TMS from Us, will be correct as at the time the text message was transmitted. This time will be specified in Your text message and may differ from the time You receive it.
- 39.2 Please refer to www.cynergybank.co.uk/text_services for information on the services available via TMS.

40. TMS SECURITY

- 40.1 You agree to follow all reasonable security procedures and keep any text messages You received or circulated to Us via the TMS safe.
- 40.2 If You become aware that someone else has access to Your mobile phone number registered with Us for TMS purposes, or You have lost it, You must without undue delay, either log onto Online Banking and deactivate the TMS yourself for the applicable mobile phone number alternatively call Us during Office Hours on 0345 850 5555 or (+44 20 3375 6422 if calling from abroad) and request that We deactivate Your TMS service for the applicable mobile. We will then deactivate the TMS to that mobile phone number as soon as possible. You can then register a new mobile phone number with Us for TMS purposes, via Online Banking or by calling Us on the above numbers during Office Hours.
- 40.3 Once You inform Us that You are aware that someone else has access to Your mobile phone number or You have lost it, You will not be liable for any debits made to Your Account by any person not authorised by You in relation to transactions made after notifying Us. However, You will still be liable for any debits and We will not be responsible for any unauthorised access to Your information, if We can show that You acted fraudulently.
- 40.4 If the mobile phone number(s) registered with Us for TMS purposes change, You must immediately update Your personal details on Online Banking or contact Us.
- 40.5 You must read the text messages We circulate to You carefully and contact Us without undue delay if any of the text messages appear irregular.

Addendum – Additional Conditions

These Additional Conditions supplement the “Personal Current Account Conditions” and apply to You if You have a non-online personal current account with Us (i.e. a personal current account that You can operate without Online Banking access).

Relevant PCA Condition	Supplementary Conditions which will apply to You if You have a non-online personal current account with Us
Definition of “Account”	The definition of “Account” is replaced with: “Account” means a pound or euro personal current account with Us, that You can operate without Online Banking access.
Condition 3 ‘Account Opening’	The following wording in Condition 3.4: “You will not be provided with a cheque book” is replaced with “When You open an Account operated in pounds We will also provide You with a cheque book.”
Condition 5 ‘Instructions to Us and security on Your Account’	<p>The following wording is added in Condition 5.1: “cheque (when You have an Account operated in pounds with Us)”; to clarify that, when You have an Account operated in pounds with Us, You authorise Us to act on payment instructions given by cheque, among others.</p> <p>The following words are added in Conditions 5.9 and 5.12: “or cheque book (if available)” so that:</p> <ul style="list-style-type: none"> v. Condition 5.9 now reads: “If You become aware that someone else has access to Your Passcode, Password, User ID, Username, Authenticator App, Digipass® and/or cheque book (if available), and/or knows Your Passcode, Password, User ID, Username and/or OTP, or You have lost Your Digipass® and/or cheque book (if available), or You become aware of any unauthorised use of Your Account, You must contact Us without undue delay by calling 0345 850 5555 (+44 20 3375 6422 if calling from abroad). We will then deactivate Your Passcode, Password, User ID, Username, Digipass® and/or cheque book (as applicable) and provide You with a new one(s) as soon as reasonably practicable. vi. Condition 5.12 now reads: “Once You have notified Us of the unauthorised use of Your Account or Online Banking, as applicable, (in accordance with Condition 5.9 and 5.12 above), except where You have acted fraudulently, You will not be liable for any debits made to Your Account by other persons not authorised by You in relation to transactions made after notifying Us. We will credit Your Account with the amount of such debits and any interest or charges made in relation to them. However, You will be responsible for all the losses You incur in respect of a transaction that You did not authorise: (a) where the unauthorised transaction occurs when You are in credit and You have with intent or gross negligence (i.e. a very significant degree of carelessness) failed to: <ul style="list-style-type: none"> vii. use Your Passcode, Password, User ID, Username, Digipass®, cheque book (if available), Authenticator App and/or OTP in accordance with these Conditions; viii. notify Us without undue delay in accordance with Conditions 5.9 or 5.12 (as appropriate) on becoming aware of the loss, theft, misappropriation or unauthorised use of Your Passcode, Password, User ID, Username, Digipass®, cheque book (if available) and/or OTP, or that someone else has access to Your Online Banking, as applicable, unless We did not provide You with the means of notifying Us; ix. take all reasonable steps to keep Your Passcode, Password, User ID, Username, Digipass®, OTP and/or cheque book (if available)

<p>Condition 7 'Making payments out of Your Account'</p>	<p>The following Condition is inserted as Condition 7.10.10: "You can ask Us to cancel a cheque before it has been presented to Us. This means before the person who has it pays it into the bank, and their bank has approached Us to honour it".</p> <p>The following Condition is inserted immediately after Condition 7.12:</p> <p>7.13 Writing Cheques and unauthorised cheques (for Accounts operated in pounds only)</p> <p>7.13.1 You can request a new cheque book by calling Us on 0345 850 5555 or (+44 20 3375 6422 if calling from abroad); by sending Us a Secure Message; or by sending Us Your request via a letter in the post.</p> <p>7.13.2 You should write cheques so that they are not easy to alter. You must not post-date cheques because We can still pay them even if they are post-dated. This might mean You do not have enough money in Your Account to cover the cheque payment. Cheques do not automatically expire after six months and We may have to pay a cheque no matter how long it has been since You wrote it. You should always ask Us to cancel the original cheque before You write a replacement cheque for the same payment.</p> <p>7.13.3 You must take all reasonable steps to keep Your cheques safe from being used by other people. If You lose a cheque or it is stolen, You should tell Us immediately. If You tell Us that You did not authorise a cheque payment, We may look into Your claim further before giving the money back. If We agree with what You told Us, We will refund the amount due to You within a reasonable period of time. This will include any charges or interest You paid as a result of the unauthorised payment, and any interest We should have paid to You on the money.</p> <p>The following words are inserted in Condition 7.10.9: "and (for Accounts operated in pounds) cheques", so that it reads: We may return standing orders and (for Accounts operated in pounds) cheques, reject direct debits or refuse to make any payment if We have not guaranteed the payment and You do not have sufficient Cleared Funds or for the reasons set out in Condition 7.10.1 and 7.10.2. In deciding whether to make a payment, We may take into account or ignore any earlier instructions to make payments, any authorisations We have given for Card Transactions and any regular payments (such as direct debits or standing orders) into or from Your Account. We may also take into account any interest and charges which have accrued but not yet been debited to Your Account. If We need to do this, We will contact You in accordance with Condition 7.10.3 above and We may apply charges in accordance with Condition 5.7.5 above. We will also comply with Condition 5.7.9 above.</p>
<p>Condition 8.7</p>	<p>The following wording is added in Condition 8.7: "if You have Online Banking access otherwise We will notify You of any changes by post", so that this Condition will read as follows: "We will notify You of any changes to Our interest rate by email if You have Online Banking access, otherwise We will notify You of any changes by post. We will also display these changes in Online Banking and/or Our Website".</p>
<p>Condition 13 'Statements'</p>	<p>The following Condition is inserted immediately after Condition 13.1:</p> <p>13.1.1 Notwithstanding Condition 13.1 above, except where You have Online Banking access and have agreed with Us to receive statements via Online Banking (in accordance with Condition 13.1), or unless You have agreed with Us not to receive statements, We will provide You with a monthly paper statement each month there are payments on Your Account, containing details of each transaction such as a reference for the transaction and the amount of any charges payable. If You require a statement for the period You have agreed with Us not to receive a statement, You can request a statement by calling Us on 0345 850 5555 or (+44 20 3375 6422 if calling from abroad).</p>

	<p>The following wording is added in the first sentence of Condition 13.5: "If You have agreed with Us to receive statements via Online Banking (in accordance with Condition 13.1)", so that this sentence will read as follows: "If You have agreed with Us to receive statements via Online Banking (in accordance with Condition 13.1), We will supply You with paper statements only on request".</p> <p>The following wording is added in the second sentence of Condition 13.5: "or paper", so that this sentence will read as follows: "If We have already provided You with an electronic or paper statement, We will charge You for a duplicate on paper".</p>
<p>Condition 37 'Agreement to use TMS'</p>	<p>The following wording is added in Condition 37.1: "or by calling Us during Office Hours on 0345 850 5555 (+44 20 3375 6422 if calling from abroad)" so that this Condition will read as follows:</p> <p>37.1 When an Account Holder activates and/or re-activates TMS (via Online Banking), You agree to Us sending the selected Account information, by text message, to the mobile phone number(s) of the first three Account Holders named on Our records in alphabetical order, or such other mobile phone number(s) communicated to Us, via Online Banking or by calling Us during Office Hours on 0345 850 5555 (+44 20 3375 6422 if calling from abroad), by an Account Holder; any of the first three Account Holders named on Our records in alphabetical order receiving, following a text instruction to Us (at Our contact number displayed on Online Banking), selected Account information on their mobile phone number(s) registered with or such other mobile phone number(s) communicated to Us via Online Banking or by calling Us during Office Hours on 0345 850 5555 (+44 20 3375 6422 if calling from abroad).</p>