

The Mansfield Building Society Online Terms & Conditions

These terms and conditions cover your use of The Mansfield Building Society Online service accessed via "ClickMansfield" please read them carefully. They should be read in conjunction with the General Savings Account Terms and Conditions and the specific account terms and conditions to which apply to your account. In the event of any conflict or inconsistency with these Online Terms and Conditions the account specific terms and conditions shall apply.

1. Definitions

In these conditions, unless the context requires otherwise:

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

"**account holder**" means the person(s) in whose name the account is held;

"**activation code**" means the code we send to you to be used the first time you access your account details using ClickMansfield or when your use of ClickMansfield is being reactivated;

"**agreement**" means ClickMansfield terms and conditions;

"**memorable data**" means the personal memorable data you select, as amended from time to time, which we use to check your identity when you access ClickMansfield;

"**The Mansfield Building Society Online Service**" and "**ClickMansfield**" mean the service we provide to allow you to obtain information from us and to carry out transactions on your account(s) with us over the internet;

"**password**" means the combination of letters, numbers and other characters you select when you register for ClickMansfield, as amended by you from time to time, which we use to check your identity when you access ClickMansfield;

"**User ID**" means the unique number we give you to identify you when using ClickMansfield;

"**Society**" "**we**" "**us**" and "**our**" refers to The Mansfield Building Society;

"**secure messaging facility**" means secure communication system;

"**you**" and "**your**" means the customer who registers with us to use ClickMansfield.

"**your personal information**" means any information obtained from you in connection with a service or product provided to you by the Society.

2. Who can register for ClickMansfield?

2.1 ClickMansfield is available to individuals for investment accounts and for joint accounts which can be operated by any one account holder.

2.2 ClickMansfield is also available to individuals to apply for a mortgage. Please note that this does not constitute a mortgage offer or guarantee that funds are reserved.

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

3. Joint accounts

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

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

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

4. Online service availability

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

4.2 ClickMansfield is intended to be available 24 hours a day, 7 days a week. The Mansfield Building Society will use its best endeavours to make the service available on a continuous basis. However, the Society cannot accept responsibility for any loss or inconvenience caused should ClickMansfield be unavailable for instance for maintenance, updates or technical problems.

4.3 Transaction requests cannot be accepted by telephone.

4.4 The Mansfield Building Society shall at all times own the copyright and any other rights to the material on this website. You are not permitted to download, reproduce, store or transmit any information on this website other than for your own personal use without our permission.

4.5 The Mansfield Building Society cannot warrant that this site is free from technical defects or viruses and will not be responsible for any loss or inconvenience arising from technical problems with this service.

5. Privacy

5.1 The Mansfield Building Society is committed to protecting your privacy and keeping your personal information secure. This does not extend to external websites accessed from this site.

5.2 Your privacy is important to us and we will ensure that your details are accurate and kept up-to-date.

5.3 Information is collected lawfully and in accordance with the Data Protection Act 1998. Where we obtain Personal Information from you we will give you the opportunity to indicate if you do not wish to receive information from us about other services or products.

5.4 The Society will use your Personal Information to:

- confirm, update and improve our customer records and for account administration;
- identify and market products and services that may be of interest to you;
- analyse and develop our relationships with you;
- help in processing any applications you may make; and
- assist with research and statistical analysis.

5.5 The Society will use your Personal Information to send you information on new products and services that we offer directly or via partners that we think might be of interest to you. If you do not wish to receive such information please write to: The Mansfield Building Society, Regent House, Regent Street, Mansfield, Nottinghamshire, NG18 1SS.

5.6 We never make our customer details available to other organisations for marketing purposes. You will of course continue to receive statutory information.

6. Security

6.1 When you register to use ClickMansfield we will ask you to select a password (which can be made up of any combination of letters, numbers and other special characters) and an item of memorable data. You will need to remember these to access ClickMansfield. You must keep these security details secret.

6.2 Once your registration has been accepted by us and your identity confirmed we will write to you with your User ID and activation code. You must not disclose the activation code to anyone before using it. If it is not used for the first time within 28 days it will expire. We will also terminate your activation code if it is not used for any continuous period of 14 months.

6.3 "Security details" means any information, processes or security procedures we ask you to provide or use to give us instructions via ClickMansfield. You must keep your security details secret. In particular, you must:

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

6.4 You must notify us as soon as possible by calling our Online Savings Team on 01623 676363 or by emailing us at clickmansfield@mansfieldbs.co.uk if you discover or suspect that:

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

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

6.6 Provided you have not acted fraudulently or you have not, intentionally, or with gross negligence failed to take reasonable steps to keep your security details safe (for example if you have failed to comply with your obligations in conditions 5.1, 5.2 and 5.3 above) you will be liable for only the first £50.00 of any unauthorised withdrawals from your account(s) which are made before you notify us in accordance with clause 5.4 above. However, you will not be liable for any withdrawals after you have notified us of the loss, theft or unauthorised use of your security details, unless you have acted fraudulently.

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

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

6.9 If you fail to provide the correct security details three times in a row we will block further online access to your accounts. You must follow the online instructions to re-enable use of the ClickMansfield service.

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

7. Withdrawals, Transfers, Statements and Closures

7.1 Once you have confirmed a withdrawal by submitting the security information requested, your consent to the transaction will be deemed to have been given. Consent can be withdrawn at any time prior to the processing of the transaction, using the Pending Requests menu in ClickMansfield.

7.2 Withdrawal and transfer requests received before 2 p.m. on a Working Day will be processed on the same day. Requests received after that time, or not on a Working Day, will be deemed to have been received on the following Working Day. Where cheque withdrawals are permitted by the account type conditions cheques will be made payable to the account holder. All account holders' names will appear on cheques drawn from joint accounts.

7.3 Electronic withdrawal(s) will be credited to the destination account no later than the end of the third Working Day following the Working Day on which the instruction was received or deemed to have been received by us (see detail above in relation to instructions received after 2pm).

7.4 Transfers to any other account held with us will be credited on the day on which the instruction was received or deemed to have been received by us (see detail above in relation to instructions received after 2pm).

7.5 Bank accounts that you nominate to receive withdrawal payments must be operated in the UK and have valid UK sort codes and account numbers. They should be personal accounts held in your name. Withdrawal requests will not be accepted until nominated accounts have been validated by the Society. Customers should allow three Working Days for this process to be completed after the required proof of ownership of the bank account has been received by the Society.

7.6 We shall be entitled at any time to refuse to act on instructions given via the internet, or to ask you to confirm them in writing, if for any reason we think they were not given by you or were not clear. We will inform you in writing as soon as practical, giving our reasons, if we decide to do this unless we are prevented from doing so for legal reasons or where it would comprise our reasonable security measures.

7.7 Only Online ClickMansfield accounts can be closed via ClickMansfield. For all other accounts the passbook must be produced to the Society with written authority in order for the account to be closed.

7.8 Account Statements for internet accounts are not issued, but transactions can viewed online and printed at any time. From time to time the Society may delete from the ClickMansfield information concerning transactions that are more than two years old.

8. Liability for loss

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

- (a) we do not act on your instructions or provide you with account information for any reason set out in these conditions; or
- (b) we are unable to act on your instructions or provide you with account information because of something we cannot reasonably control such as failure or disruption of the internet; or
- (c) we need to suspend access to our website for maintenance, technical, security or any other reason.

9. Deregistration

9.1 If you no longer wish to use ClickMansfield at any time you should let us know by secure messaging or in writing. The cancellation request will be processed within 14 working days after its receipt by us.

10. Charges

10.1 We currently make no charge for using ClickMansfield but we reserve the right to introduce and/or vary a charge in the future and will give you at least 30 days notice before doing so. Please see our General Account Terms and Conditions for further information. If you do not notify us that you object to the charge or varied charge before it comes into effect, you will be deemed to have accepted it.

11. Changes to terms and conditions

11.1 We can change this Agreement by notifying you personally via ClickMansfield, by email or by post not less than 30 days before the change comes into effect if this change is to your detriment. Please see our General Account Terms and Conditions for further information. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it. Other changes may be made without notice.

12. Email communication

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

12.2 If you change your email address you must update your details within ClickMansfield in order that notifications of secure messages can still reach you.

13. Severance

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

14. Law and jurisdiction

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

The Mansfield Building Society

**Principal Office
Regent House
Regent Street
Mansfield
NG18 1SS**

Online Team – 01623 676363 (available during normal office hours)

E-mail: clickmansfield@mansfieldbs.co.uk

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