

# **PENRITH ONLINE TERMS & CONDITIONS**

These Terms and Conditions relate to Penrith Building Society's Penrith Online service. They are in addition to the Terms and Conditions which apply to each individual savings and mortgage account.

## 1. Use of your Personal Data

- 1.1. We are committed to protecting your privacy during your visits to the Penrith Online section of the website and recognise our responsibility to keep the information you provide to us confidential at all times.
- 1.2. Information you give us will be used by us to manage your account. The information may be used by us for our own use in respect of business analysis or similar purposes. We will keep your information for a period of seven years after your account is closed.
- 1.3. If it is necessary to the running of your account, essential information about your account may be given to carefully chosen third parties, information may also be given to people acting as our agents, who will keep it confidential.
- 1.4. You should read our Privacy Notice regarding how your personal data is used by us. A copy of this is available on our website <a href="https://www.penrithbs.co.uk">www.penrithbs.co.uk</a>

### 2. Security Information

- 2.1. When you first request access to the Penrith Online service, you will be asked to enter some personal information and choose a password. We will review your registration, and you will receive an email which contains your user ID and an activation code. The activation code is only required the first time you log on. This code activates your Penrith Online registration. You will not be able to access Penrith Online until you receive these details.
- 2.2 The first time you log on to Penrith Online, you will be asked to set up and complete Two Factor Authentication (2FA). You will be asked to confirm a phone number, through which you will receive either a text message or a phone call with a one-time passcode. The use of 2FA is designed to reduce fraud and make our Penrith Online service more secure. It also helps us ensure you are legitimately accessing your own account, increasing security for the service and your account(s).
- 2.3 Each time you access the Penrith Online service we will ask you for your User ID number and your password so that you can prove, and we can authenticate, your identity. You will also be asked to undergo 2FA each time you access the Penrith Online service
- 2.4 Once registered for the Penrith Online service, you must always keep your User ID and password secret. You must never tell anyone else, including our staff, your password. We will never ask you for these details.

- 2.5 You can only have one set of login details at any one time. If you have a joint account and more than one holder requires access, you must each set up separate login details and each holder must register individually to use our Penrith Online service.
- 2.6 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 then follow the online instructions under "Forgot Password?" to re-enable use of the Penrith Online service.
- 2.7 You must follow any instructions we give you, from time to time, regarding the safe keeping and use of your security details.

### 3. If you think that someone knows your security details

- 3.1. If you think that someone else knows your security details and you are unable to access Penrith Online to change it, you must let us know at once. If you do not do so, you will be responsible for any instruction we receive via the Penrith Online service and act on, even if it was not given by you. You can telephone us on 01768 863675 or email us at <a href="mailto:support@penrithbs.co.uk">support@penrithbs.co.uk</a> to request that access to Penrith Online is suspended until you are able to change the security details.
- 3.2. Once you have reported that you suspect someone else knows your security information, you will not be liable for any action we take on your account because of instructions received through Penrith Online which were not instructed or authorised by you, unless you act with gross negligence (which includes taking insufficient care of your security details, or you act fraudulently.

# 4. Inappropriate use of our system

4.1. We shall be entitled to terminate or suspend access to our Penrith Online service, if we have reasonable grounds to believe that you have attempted to gain access to our programs or to accounts of other customers or have attempted to introduce any viruses into our systems. You are reminded that introducing viruses into a system is a criminal offence.

#### 5. Communications

- 5.1. Please note that the secure messaging facility within Penrith Online cannot be used for notifying us of any material change to your account. Material changes include, but are not restricted to, changes of name and address. Material changes must be notified to us in writing.
- 5.2. We reserve the right not to act on any instructions if they are contrary to these terms and conditions, or those that apply to your account.
- 5.3. If you change your email address, you must update your details in the Penrith Online service so that notifications of secure messages can still reach you.
- 5.4. If you change the telephone number you use for 2FA, this must be updated in the Penrith Online service so that the 2FA codes can still reach you. You will need access to your old telephone number to do this.
- 5.5. We shall be entitled, at any time, to ask you to confirm in writing, instructions you have given us via the Penrith Online service, if we consider this necessary or desirable for your security or for any other reason.

### 6. Territorial Limitations

6.1. We do not recommend and would actively discourage you from accessing your account from any public internet access point, such as a library or internet café, or on an unsecured network/WiFi.

# 7. Security of the Internet

7.1. We have taken reasonable steps to ensure that the Penrith Online service is secure; however we cannot guarantee completely the confidentiality or privacy of any information passing over the internet or that it will not be interfered with. By using the Penrith Online service, you are giving instructions on this basis and understanding.

# 8. Who can register?

The following customers can register to use the Penrith Online service to access accounts:

- o Aged 16 or over and account is in their sole name
- Joint account holders (but see section 2.5 above)
- Power of attorney on an account
- Trustee on an account
- 8.1. If you have a joint account then any one of you may use our Penrith Online service, but you must each use your own User ID number and password. To be able to use our Penrith Online service, your account must be set up so that any one of you can authorise a transaction or an amendment to the account. Our Penrith Online service is not available if two or more of you are required to authorise transactions or amendments jointly.

## 9. General Conditions

- 9.1. The information provided on our website does not constitute financial or other professional advice. If you wish to take up any services, please seek further information from us, an independent financial advisor or other professional advisors.
- 9.2. We accept no responsibility for the content of any other site to which a link to or from our website exists.
- 9.3. We cannot guarantee that the Penrith Online service is free of technical defects or viruses of any description and will not be responsible for any technical problems arising from using it. We will endeavour to ensure that the Penrith Online service is available 24 hours a day, however, we have the right to suspend access to the Penrith Online Service temporarily or permanently, for which no notice may be given. We will not be liable for any reason if the Penrith Online service is unavailable, for however long the period may be. As a consequence, we will not be liable for any loss or damage arising in contract, tort or otherwise if the Penrith Online service becomes unavailable or is suspended for any reason.
- 9.4. We shall, at all times, own the copyright and any other rights to the material on our systems. You are not permitted to download, reproduce, store or transmit any information on our website other than for your own personal use. If you print off information data, text or forms, you must not alter, amend or copy them.

- 9.5. We may vary these conditions by telling you. We will do this by sending details about changes either in writing, by email, by display in branch, by advertisement, by secure message, or by notice within the Penrith Online service.
- 9.6. To assist in your navigation of our website and our prevention of fraud, we may send "cookies" from our website to your device. (A cookie is a packet of data sent by an internet server to a browser, which is returned by the browser each time it subsequently accesses the same server, used to identify the user or track their access to the server.) We do not obtain personal data from your device or gather personal information about you unless you personally give information to our server.
- 9.7. These terms and conditions are governed by and interpreted in accordance with the laws of England and Wales. In the event of a dispute, the exclusive jurisdiction shall be that of the English and Welsh courts.
- 9.8. By accessing any part of this site you shall be deemed to have accepted these terms in full.

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Penrith Building Society is a member of the Building Societies Association.

Authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial services Reg no 164473.