

## Harpenden Online Terms and Conditions

### 1. Who is this agreement between?

This agreement is between you, the person who has registered to use, or is applying to use, Harpenden Online, and Harpenden Building Society (referred to as the **Society, we, us,** and/or **our** in these terms). Harpenden Building Society is authorised and regulated by the Financial Conduct Authority ([www.register.fca.org.uk/](http://www.register.fca.org.uk/)), registration number 157260.

### 2. What do these terms cover?

These terms cover your use of Harpenden Online which allow you to view details of your savings account and your personal details, to obtain information from us and to carry out transactions on your account(s) with us over the internet.

By using Harpenden Online, you agree to these terms.

Please note, in these terms, **business banking day** means any day Monday to Friday inclusive, excluding public holidays in England.

### 3. How do these terms fit with your other agreements with us?

These terms should be read alongside our [Savers Terms and Conditions \(General Terms\)](#), the [Key Product Information](#) and [our privacy notice](#) which contain important information which you should read before applying for an account or transferring or withdrawing funds or using Harpenden Online. If there is a conflict between these terms and the General Terms, the General Terms will apply.

### 4. Who can use Harpenden Online?

4.1 To use Harpenden Online you must have opened a savings account with us.

4.2 Only customers aged 16 years and over who are recorded as signatories on an account will be allowed to register for access to their accounts in the Harpenden Online system.

4.3 Harpenden Online cannot be used by anyone who is prohibited under applicable laws of their citizenship, domicile or residence from receiving information from, or otherwise using, [our site](#).

## 5. How can Harpenden Online be used for a joint account?

- 5.1 If you have a joint account (that is, the account is held in more than one person's name), then any of you may use Harpenden Online, but you must each individually register to use the use Harpenden Online and you will each have separate login details.
- 5.2 To be able to use Harpenden Online, your account must be set up so that any one of you can authorise a transaction or amendment to the account. Harpenden Online services cannot be used where two or more account holders are required to authorise changes jointly.
- 5.3 If any joint account holder tells us that another joint holder is no longer allowed to authorise transactions from a joint account, or if we reasonably think that all transactions should be authorised by all account holders jointly, we may suspend all Harpenden Online services on that account while we investigate the matter further to establish who has authority to authorise payments. Please see our General Terms, in particular, condition 9.4
- 5.4 By applying to register for Harpenden Online to view and/or access an account you confirm that all joint account holder(s) are happy for you to individually access the accounts.

## 6. Security information

- 6.1 When you first create your Harpenden Online profile, you will be asked to create a password and indicate a telephone number you wish to receive your two-factor authentication passcode to. This can be a landline or mobile number.
- 6.2 After verifying your identity, we will issue you with a User ID number and one-time activation code to your registered email. You will not be able to access your Harpenden Online profile until you have received these details. We refer to your password, and login details as your **Security Details** in these terms.
- 6.3 Once your registration has been accepted by us and your identity confirmed we will email you with your Online User ID and Activation Key. You must not disclose the Activation Key to anyone before using it and if it is not used within 28 days it will expire. Your Activation Key will only be required for the first time you log into your profile.
- 6.4 Each time you access Harpenden Online we will ask you for your User ID number, password and one-time activation code, which will be sent to your designated number. This will authenticate your identity and permit access to your profile.
- 6.5 Once registered for Harpenden Online you must always keep your Security Details secure. You must not tell anybody else, including Society staff your password. It is your responsibility to take reasonable steps to ensure that your Security Details cannot be easily guessed by anyone else.
- 6.6 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 instruction for 'forgotten details' to re-enable use of Harpenden Online.
- 6.7 You must follow any instructions we give you from time to time regarding the safe keeping and use of your Security Details.

## **7 If you think someone knows your Security Details**

- 7.1 If you think that someone else knows your password, and you are unable to access Harpenden Online to change it, let us know at once. You can email us at: [enquiries@harpendenbs.co.uk](mailto:enquiries@harpendenbs.co.uk), or telephone 01582 765411. We will then suspend access to your online profile, until you are able to change the information. To do this, you will need to select 'forgotten details?' from the Harpenden Online log in page.
- 7.2 Once you have reported that you suspect someone else knows your Security Details, you will not be liable for any action we take on your account which was not carried out or authorised by you unless you act with gross negligence (which includes taking insufficient care of your Security Details) or you act fraudulently.
- 7.3 In the event of a dispute regarding whether you originated a transaction or instruction through Harpenden Online, you agree to co-operate with us, the police and/or our insurers in any investigations.
- 7.4 If you would like more advice on maintaining security when dealing with your finances online, you should visit the [www.banksafeonline.org.uk](http://www.banksafeonline.org.uk) website which contains useful information.
- 7.5 If any information on your account looks incorrect or suspicious in any way, you should immediately inform us by emailing us at [enquiries@harpendenbs.co.uk](mailto:enquiries@harpendenbs.co.uk) or by telephoning on 01582 765411.

## **8 Security of the internet**

- 8.1 We have taken reasonable steps to ensure that our Harpenden Online 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 Harpenden Online, you are giving instructions on this basis and understanding.
- 8.2 We advise that you do not access your account from any public internet access point such as a library or Cyber Café, because there is a risk that your account may remain accessible to others, particularly if you do not log out and close your website browser.

## **9 Withdrawals**

- 9.1 You can enable the online withdrawal facilities within Harpenden Online by providing us with the details of your nominated bank account. For personal savings accounts, this must be a bank account in the name of one of the account holders. For non-personal savings accounts, this must be a bank account in the name of the relevant entity – for example, the club, charity, or other organisation in whose name your account with us is held. In either situation, the bank account (to which withdrawals made from your account with us are paid) must be operated in the United Kingdom with a valid UK sort code and bank account number. You may only have one nominated account.
- 9.2 Unless a transaction is to close an account, the minimum withdrawal amount is £100. The maximum daily withdrawal limit is £50,000. If you need more than this please contact us.

- 9.3 Withdrawal requests received by 15:00 on a business working day will be actioned on the same day. Withdrawal requests received after 15:00 will be actioned on the next business working day.
- 9.4 We submit all withdrawn funds via the Faster Payments System to your nominated bank account. Under normal circumstances, the cleared funds will reach your nominated bank account by the end of the working day after the working day the request is actioned.
- 9.5 Once you have instructed us to make a withdrawal and your account has been debited, this instruction cannot be cancelled or amended.
- 9.6 We do not accept any liability for loss caused by delays in processing a withdrawal request whether caused by failings in either the Faster Payments or the Society's systems where this is beyond our reasonable control.
- 9.7 Withdrawal facilities are subject to any restrictions imposed by any specific terms and conditions relating to the account. Please refer to the General Terms, in particular condition 9.

## **10 Harpenden Online availability**

- 10.1 Our Harpenden Online services are designed to be used with a range of internet browsers and equipment and it is your responsibility to provide compatible equipment and software with which to access them.
- 10.2 Harpenden Building Society will endeavour to make Harpenden Online available 24 hours a day, except where:
- 10.2.1 we are making changes to our systems, or if we cannot provide the Harpenden Online services due to technical, security, legal or regulatory reasons, or due to unusual events or circumstances beyond our reasonable control (for example, if one of our service providers stops providing services for any reason); or
- 10.2.2 your internet connection, mobile device or network fails.
- 10.3 We may also terminate access to Harpenden Online in accordance with paragraph 17 of these terms.

## **11 Country restrictions on use**

Our Harpenden Online services are intended for use in the United Kingdom only.

## **12 Our liability to you for breaching these terms.**

- 12.1 We are responsible for losses you suffer caused by us breaking these terms unless the loss is:
- 12.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 12.1.2 **Caused by an event outside our control** such as internet failure.
- 12.1.3 **Avoidable.** Something you could have avoided by taking reasonable action, including

following our reasonable instructions for use; or

- 12.1.4 **A business loss.** It relates to your use of our online services for the purposes of your trade, business, craft, or profession.
- 12.2 It is your responsibility to use Harpenden Online in an appropriate way. We will take reasonable care to make sure that the Harpenden Online services work as described, but we won't be responsible if they don't always work as you expect. You should monitor your accounts regularly to check that the Harpenden Online services are operating in the way you expect.
- 12.3 We will take reasonable care to ensure that any information we provide to you through Harpenden Online is an accurate reflection of the information we hold or, if it is provided by a third party, that it accurately reflects the information we receive. Where information is provided by a third party, we can't guarantee that it is accurate or error free. We'll explain when you use Harpenden Online if information, we provide is subject to restrictions or if we provide it on a specific basis (for example, if it's only accurate at a particular date).
- 12.4 We will use reasonable skill and care to ensure that Harpenden Online services are safe and secure and do not contain viruses or other damaging property, for example by incorporating security features into it, however, we can't guarantee that this will be the case or that no damage will occur to your data, software, computer, mobile device, or other digital content. We will be liable if we fail to comply with this and you suffer loss and/or damage to your data, software, device, digital content and/or other equipment.
- 12.5 We will not be responsible for:
- 12.5.1 any loss or damage you suffer due to us taking any action which we are entitled to take under these terms (for example, suspending access to your account if we suspect fraudulent activity or if a joint account holder has informed us that you are not authorised to make payments from the account);
  - 12.5.2 any loss or damage you might suffer as a result of us suspending or terminating the online services, either in their entirety or for maintenance, technical or security reasons.
  - 12.5.3 any equipment, software, or user documentation which someone other than us produces for use with the online services; and
  - 12.5.4 any service you use to access the Harpenden Online services or which you access through Harpenden Online which we don't control.
- 12.6 If you use Harpenden Online outside the UK, we won't be liable to you if your use of the Harpenden Online services does not comply with any local laws. We may block your access to the Harpenden Online services if you try to access them from a country that is subject to sanctions (even if you're only there for a short period of time).

### **13 Communications**

- 13.1 We reserve the right not to act on any instructions if they are contrary to these terms and conditions or the General Terms.
- 13.2 You will need to register, and maintain a valid email address, in order to use Harpenden Online. If you change your email address, you must update your details within the Harpenden Online system in order that notifications of secure messages can still reach you.

13.3 We shall be entitled at any time to ask you to confirm in writing, instructions you have given us via Harpenden Online if we consider this is necessary or desirable for your security or for any other reason.

#### **14 Data protection and confidentiality**

14.1 We are committed to protecting your privacy during your use of Harpenden Online and recognise our responsibility to keep the information you provide to us confidential at all times.

14.2 For full details of how we use your information, and your rights to see the information that we hold about you, please see [our privacy notice](#), or request a copy of our privacy notice at any of our branches.

#### **15 Use of our site and intellectual property**

15.1 Harpenden Building Society shall at all times own the copyright and any other rights to the material on [our site](#). You are not permitted to download, reproduce, store or transmit any information on [our site](#) other than for your own personal use. If you print off information data, text or forms, you must not alter, amend, or copy them.

#### **16 How you may terminate this agreement**

16.1 You may tell us at any time that you no longer want to use Harpenden Online. If you tell us by telephone we may ask you to confirm your instructions in writing. We will continue to carry out any transactions you have already authorised unless you ask us not to do so and provided it is not too late to stop them.

16.2 We will deregister your account for use of Harpenden Online within 5 business banking days following receipt of your request to terminate your use of the Harpenden Online services. Deregistration of your account will not automatically close your savings account unless you have asked us to do that as well.

#### **17 How we may terminate this agreement**

17.1 We may terminate or suspend your access to Harpenden Online if we have reasonable grounds to believe that you have attempted to gain access to our systems, or to accounts of other customers, or have attempted to introduce any viruses into our systems.

17.2 We can terminate this agreement and your access to Harpenden Online immediately and without notice if:

17.2.1 you seriously or repeatedly breach any of these terms; or

17.2.2 all accounts or services which you can access through Harpenden Online have closed.

17.3 We will tell you if possible before we do this and the reasons for doing so, unless we cannot contact you due to legal or regulatory restrictions.

## **18 How we may change these terms**

We may make changes to these terms from time to time. We will give you at least 2 months' notice of any changes by email, letter or secure message and explain the impact they will have. If you do not wish to accept the change, you can terminate this agreement and deregister from Harpenden Online at any time before the change comes into effect. If we do not hear from you, we will assume that you have accepted the change and it will take effect automatically.

How and why we may make changes to Our General Terms are set out in condition 21 of the General Terms.

## **19 General Conditions**

- 19.1 The Society accepts no responsibility for the content of any other site accessed through a hyperlink on [our site](#) or which links to [our site](#).
- 19.2 These terms are governed by and shall be interpreted in accordance with the laws of England and Wales and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
- 19.3 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- 19.4 The content on [our site](#) is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on [our site](#).

**Harpenden Building Society**

**November 2023**