

The Chorley and District Building Society

Chorley Online Terms and Conditions Effective 23 May 2016

Please read these terms and conditions carefully. The terms and conditions below relate to the Chorley Online service. They are in addition to the terms and conditions applying to each individual mortgage and savings account. If there are any inconsistencies between these two sets of terms and conditions, the terms set out below will prevail.

1. Definitions

"The Society", "Us" and "We" means The Chorley and District Building Society.

"User ID" means the unique identification number issued to each member who registers to use Chorley Online.

"Memorable Information" means the personal item of information you chose when registering to use Chorley Online.

"Password" means the personal word that you chose when registering to use Chorley Online.

"Activation Key" means the unique code which is issued by the Society and is required to complete the registration process upon your first login to the Chorley Online system.

2. Use of your personal data

2.1 We are committed to protecting your privacy during your visits to the Chorley Online website and recognise our responsibility to keep the information you provide to us confidential at all times.

2.2 Information you give us will be used by us to provide and manage your account. The information may be used by the Society and its subsidiaries for its own use in respect of administration, marketing, customer services or similar purposes and for profiling your purchasing preferences. Unless you choose otherwise on an application form, you consent to being informed of other products and services by post, telephone or email. The Society will keep your information after your account is closed.

2.3 If it is necessary to the running of your account, essential information about your account may be given to others. Information may also be given to people acting as our agents, who will keep it confidential.

2.4 Under the Data Protection Act 1998 you have a right of access to your personal data held. Upon payment of a single fee, we will give you a description of the data, the purpose for which it is processed and to whom it may be disclosed. You also have a right to have incorrect data corrected. In accordance with regulations, the Society will always treat information about you as confidential.

2.5 To assist your navigation of this website and our prevention of fraud, we set 'cookies' from this website to your computer. Cookies are small files, usually consisting of letters and numbers, which are widely used on websites for a number of reasons. This cookie identifies you to Chorley Online, so that we can that know we are dealing with the same user from one request to another. The cookie does not link to personal information about you. For more information on the use of cookies used on this website and how you can disable cookies in your web browser please visit www.chorleybs.co.uk/cookie. If you disable cookies you will not be able to use Chorley Online. We do not obtain personal data from your computer or gather personal information about you unless you personally give information to our server.

3. Security information

3.1 When you first request access to the Chorley Online service you must choose a password and one item of memorable information, these are known as your Security Details. After verifying your identity we will issue you, by post to your registered postal address, with a Web User ID number and activation code. You will not be able to operate your account online until you have received these login details.

3.2 Each time you access the Chorley Online service we will ask you for your Web User ID number, your password and your item of memorable information so that you can prove, and we can authenticate, your identity.

3.3 You must keep these items of information secret. In particular you must:

- Never make a record of your Password or Memorable Information in a way that can be easily understood by someone else;
 - Never tell anyone else (including the Society's staff) your Password or Memorable Information.
- 3.4 Once registered for the Chorley Online service you must always keep your Web User ID number, password and memorable information secure. You must not tell anybody else, including Society staff, your password or memorable information.
- 3.5 You can only have one set of Login Details at any one time. If more than one holder requires access to a joint account you must each set up separate Login Details and each of you must register individually to use our Chorley Online Service.
- 3.6 If you fail to provide the correct Security Details three times in a row we will block your Chorley Online access to your accounts. You must then follow the online instruction for 'forgotten my security details' to re-enable use of the facility.
- 3.7 You must follow any instructions we give you from time to time regarding the safe keeping and use of your Security Details.
- 4 If you think someone knows your security details
- 4.1 If you think that someone else knows your password or memorable information, and you are unable to get into the on-line service to change it, let us know at once. If you do not do so, you will be responsible for any instruction we receive and act on, even if it was not given by you. You can e-mail us at online@chorleybs.co.uk or telephone 01257 235016. We will then suspend access to your accounts in the Chorley Online service until you are able to change the information.
- 4.2 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 which was not carried out or authorised by you unless you act with gross negligence (which includes taking insufficient care of your Web User ID number, password or memorable information) or you act fraudulently.
- 5 Inappropriate access to our service
- 5.1 We shall be entitled to terminate or suspend our 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 customers, or have attempted to introduce any viruses into our systems.
- 6 Communications
- 6.1 Please note that the secure messaging facility within the Chorley Online service cannot be used for notifying us of any material changes to your account. Material includes name and correspondence address. Such changes to your account must be notified in writing and signed in accordance with the account mandate using a 'Change of Personal Details declaration form'. You will also need to produce passbook so that we can note the change of details and produce evidence of your new name and/or address, if we ask to see it. When you notify us of any change to your personal details you should do so in respect of all savings and mortgage accounts we hold for you.
- 6.2 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.
- 6.3 If you change your email address you must update your details within the Chorley Online service in order that notifications of secure messages can still reach you.
- 6.4 We shall be entitled at any time to ask you to confirm in writing instructions you have given us via the Chorley Online service if we consider this is necessary or desirable for your security or for any other reason.
- 7 Territorial limitations
- 7.1 The Chorley Online service is intended for use in the United Kingdom only. We do not recommend and would actively discourage you from accessing your account from any public internet access point such as a library or Cyber Café.

8 Security of the internet

- 8.1 We have taken reasonable steps to ensure that the Chorley 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 this facility you are giving instructions on this basis and understanding.

9 Who Can Register

- 9.1 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 Chorley Online service.
- 9.2 If you have a joint account then any one of you may use our Chorley Online service but you must each use your own Web User ID number, password and memorable information. To be able to use our Chorley Online service your account must be set up so that any one of you can authorise a transaction or amendment to the account. Our Chorley Online service is not available if two or more of you are required to authorise changes jointly.

10 General Conditions

- 10.1 The information provided on this website does not constitute financial or other professional advice. If you require advice, please seek further information from the Society, an Independent Financial Advisor or other professional Advisors.
- 10.2 The Society accepts no responsibility for the content of any other site to which a hypertext link to or from this site exists.
- 10.3 The Society cannot warrant that this site is free of technical defects or viruses of any description and will not be responsible for any technical problems arising from the use of this site.
- 10.4 The Society will endeavour to have this site available 24 hours a day. However, the Society has the right to suspend access to the site, temporarily or permanently, for which no notice may be given. The Society will not be liable for any reason if the site is unavailable, for however long the period might be. As a consequence the Society will not be liable for any loss or damage arising in contract, tort or otherwise if the site becomes unavailable or is suspended for any reason.
- 10.5 The 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. If you print off information data, text or forms, you must not alter, amend, or copy them.
- 10.6 We may vary these conditions by telling you. We will do this by sending details about changes either in writing, or by email, or by display in branches, or by advertisement, or by secure message, or by notice within the Chorley Online service.
- 10.7 The terms and conditions on this website 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.
- 10.8 By accessing any part of this site, you shall be deemed to have accepted these terms in full.
- 10.9 These terms and conditions replace and supersede the previous U-2-View Terms and Conditions.

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