

# Monmouthshire Building Society App Terms and Conditions



# App Terms and Conditions

This document contains information on the services we make available via the App. To register and use the MonBS App, you must read and accept these Terms and Conditions noting this forms a legal agreement. We recommend you save these for future reference, this document is available to download on the App.

If we make a change to the terms and conditions, we will require you to read and accept the new terms and conditions. If we need to, we can refuse to register you for the App and limit how you use it. To do certain things in the App you may be asked to read and accept more terms and conditions relating to what you are doing e.g., opening an account.

## 1. Definitions and Interpretation

In these terms and conditions:

- 1.1. "The Society," "we," "us" and "our" refer to Monmouthshire Building Society.
- 1.2. "you" and "your" refer to the account holder(s).
- 1.3. "Account" refers to any new and existing savings and/or mortgage account(s) that you are named on with the Society.
- 1.4. "The App" refers to the Monmouthshire Building Society Mobile Application that allows you to have access to your accounts using a compatible device.

## 2. System Requirements

The App works on Android 4.4 and above or Apple iOS 9.0 and above. Depending on your mobile device and settings to log in you may enter your Monmouthshire Building Society PIN, or you can use biometric identification such as touch/fingerprint ID or Face ID recognition

There may be occasions where we issue updates to the App through Apple App Store and Google Play Store. It is your responsibility to regularly check and download these updates.

We may stop supporting the App on your device or on the version of the operating system running on your device. In such cases you will no longer be able to access the App until you have obtained a new device which is supported, or you have updated the operating system. This may require you to download and re-register your details on the App.

## 3. Who can use the App?

The App is only available to customers of Monmouthshire Building Society. These terms and conditions are applicable to all customers who use the App. In addition, our General Terms & Conditions for Savings Accounts relate to all our savings products and are available on our website – [www.monbs.com](http://www.monbs.com)

We are giving you the right to use the App and the services as set out in these terms and conditions. You may not transfer the App or the services to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it. If you download onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms and conditions, regardless of whether you own the phone or other device.

#### 4. Registering for the App

You will need to download the App onto your phone or tablet. Search for "Monmouthshire Building Society" in the Apple App Store or Google Play Store. Do not download it from anywhere else. Follow and complete the process for registering your phone number and verifying your email address, then read and accept the terms and conditions of the App. Whilst we do not charge for using the App, your internet or network service provider may charge you for using data on your smart phone or tablet.

#### 5. Opening an account

Accounts are only available to UK residents (excluding; Northern Ireland and the Channel Islands) or individuals who have been granted indefinite leave to remain in the UK. For further information on opening an account, please refer to our General Terms & Conditions for Savings Accounts and Individual Account Terms, available on our website – [www.monbs.com](http://www.monbs.com)

#### 6. Accessing and using the App

In return for your agreement to comply with these terms and conditions, you may:

- Download and use the App to access your accounts and our services on your device, for personal purposes only.
- Use any documentation relating to the App that we make available to support your use of it.
- Receive and use any free software or update of the App, incorporating patches and corrections of errors as we may provide.

#### 7. License Restriction

You agree that you will:

- Not rent, lease, sub-license, loan, provide, or otherwise make available, the App or our services in any form, in whole or in part to any person.
- Not copy the App, any related documentation, or our services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security.
- Not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, or any related documentation or our services. Additionally, we do not permit the App or our services to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the services, on devices as permitted in these terms;
- Not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or our services, nor attempt to do any such things. Except to the extent such actions cannot be prohibited by relevant law, because they are necessary to decompile the App to obtain the information necessary to create an independent program, that can be operated with the App or with another program; and
- Comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any of our services.

#### 8. Acceptable Use Restrictions

You must not:

- Use the App or any of our services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms and conditions, or act fraudulently or maliciously. For example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any service, or any operating system.
- Infringe our intellectual property rights or those of any third party in relation to your use of the App or any of our services (to the extent that such use is not licensed by these terms and conditions).

- Transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the App or any of our services.
- Use the App or any of our services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users:
- Collect or harvest any information or data from any of our services or systems or attempt to decipher any transmissions to or from the servers running them.

## **9. Intellectual Property**

All intellectual property rights in the App, any related documentation and our services belong to us (or our licensors). You have no intellectual property rights to the App, any related documentation, or our services other than to use them in line with the terms and conditions set out to you in this document.

## **10. Our responsibilities to you**

There may be instances where we are required to carry out maintenance or updates. In such cases, access to the App may be interrupted and we will do our best to notify you in advance.

We are not liable for any loss or damage caused by failure to provide all or part of the functionality, inclusive of App features, when we carry out maintenance or updates. Or, for any unforeseeable reason, beyond our control and we could not have prevented, including (by way of example the loss of communication network operated by another provider.) We do not exclude or limit our liability to you where it would be unlawful.

Although we make reasonable efforts to update the information provided by the App and our services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date. The App and our services have not been developed to meet your individual requirements. Please check the facilities and functions of the App and the services (as described on the App Store or Google Play Store and in any related documentation) meet your requirements.

## **11. Suspending or Termination use of the App**

In certain circumstances we may suspend or cancel your right to use the App e.g., several incorrect attempts to log on. If possible, without compromising reasonable security measures or our legal position we will notify you of our rationale. If appropriate once we have investigated, we will remove the suspension.

If you no longer wish to use the App to service your account, you can simply do so by removing the App from your device. Please note, this will not close your account, to do this you will need to contact us by telephone or call into one of our branches. Until you do this, or we withdraw or cancel your use of the App, the App terms and conditions remain in force.

It is your responsibility to delete the App from the device you use if you change or dispose of your device or if you no longer require this service. If you delete the App, you will need to re-register to use it.

We may withdraw the App at any time. If this happens, we will let you know by telephone, email, or post in accordance with your preferred method of contact, noting your marketing preferences.

## **12. Complaints**

We are committed to providing you with the best possible service to meet your needs, however on occasion you may feel we have been unable to do this and may want to make a complaint. You can do this by contacting us using any of the methods in the 'How to contact us' section. We will investigate each complaint and always try to resolve any complaint as soon as possible.

### 13. How to contact us

If you have any questions about the information in this document, please do not hesitate to contact us:

- By sending us a secure message within the App
- By calling into your local Branch or Agency
- By emailing us at [enquiries@monbs.com](mailto:enquiries@monbs.com)
- By visiting our website at [www.monbs.com](http://www.monbs.com), logging in to 'My Accounts' and sending us a secure message
- By phoning our Customer Services helpline on 01633 844 340\*
- By post to Monmouthshire Building Society, Monmouthshire House, John Frost Square, Newport, NP20 1PX

\*Our Customer Services helpline is available Monday to Friday 9am-5pm (Wednesdays 10am - 5pm). Telephone calls may be monitored and recorded for security and training purposes.

### Law

These conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.



Monmouthshire Building Society is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number: 206052

Monmouthshire House, John Frost Square, Newport, South Wales, NP20 1PX

Telephone calls may be monitored and/or recorded for security and training purposes.

We take your privacy very seriously and always treat your personal information with the greatest care, holding it safely and securely. For further information, our Privacy Notice is available from our website [www.monbs.com/privacy](http://www.monbs.com/privacy), in branch or agency offices or call our Customer Services Department (01633 844340). This will give you more detailed information.