

# Special Terms and Conditions - eBanking

Effective from 13 March 2019

These are the Special Terms and Conditions which apply to eBanking. These Special Terms and Conditions are in addition to the General Terms and Conditions - Personal Accounts and to any other Special Terms and Conditions that apply to Your Account or Service. Unless otherwise stated, where these Special Terms and Conditions for eBanking are not consistent with any of the other aforementioned Terms and Conditions then the Special Terms and Conditions for eBanking will apply to the extent of that inconsistency in relation to the operation of the eBanking Service.

	Full eBanking Service	Mobile Bank UK App	Tablet Bank UK App	Danske Bank Apple Watch App
How do I get started?	Register for eBanking	Register for eBanking	Register for eBanking	Register for eBanking and have downloaded the Mobile Bank UK App to your iPhone to pair the Apple Watch with your iPhone. Once you have done this you can use the Watch app to select the Danske Bank Apple Watch App from the list of available Apps on your Apple Watch. Ensure the 'Remember User ID' option is selected on the Mobile Bank UK App.
I have received my User ID, Temporary Passcode and Security Card. What do I do next?	Follow the instructions in our "Set up guide for eBanking"	Follow the instructions in our "Set up guide for eBanking" Your first log on must be on the Full eBanking Service.	Follow the instructions in our "Set up guide for eBanking" Your first log on must be on the Full eBanking Service.	Follow the instructions in our "Set up guide for eBanking" Your first log on must be on the Full eBanking Service.
I have logged on with Access ID. What do I do next?	You can start using our full eBanking service.	Log on to the App Store and download the Mobile Bank UK App. You will find this if you search under Danske Bank. Click on the 'Log-On' button on screen. Follow the instructions on screen to log on and use Mobile Banking	Log on to App Store and download the Tablet Bank UK App. You will find this if you search under Danske Bank. Click on the 'Log-On' button on screen. Follow the instructions on screen to log on and use Mobile Banking	You must have your iPhone and your Apple Watch on your person in order to access the Danske Bank Apple Watch App. You can then access the App on your Apple Watch by inputting your 4 digit eBanking passcode.
What services can I use?	A list of the functionality available via the Full eBanking Service is available on Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a> and can be changed from time to time. We will advise You of changes to functionality by sending You a secure mail.	A list of the functionality available via the Mobile Bank UK App is available on Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a> in the 'help' section on the App and can be changed from time to time. You will receive a notification of changes to the functionality on Your Mobile Device and You will need to download the latest version of the Mobile Bank UK App via the App Store.	A list of the functionality available via the Tablet Bank UK App is available on Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a> in the 'help' section on the App and can be changed from time to time. You will receive a notification of changes to functionality on Your Mobile Device and You will need to download the latest version of the Tablet Bank UK App via the App Store.	A list of the functionality via the Watch app is available on Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a> . You can : -select 3 of Your accounts and be able to view the balance and transactions that have taken place in the previous 24 hours -select 1 of Your current accounts - on which You then get an overview of Your spending We reserve the right to change the available functionality from time to time but if We do We will send You a secure mail to advise You.
How much does it cost?	eBanking is currently free from charges by the Bank, however You should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them.	eBanking is currently free from charges by the Bank, however You should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them.	eBanking is currently free from charges by the Bank, however You should refer to Your internet provider for any additional charges that could be imposed by them.	eBanking is currently free from charges by the Bank, however You should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them.
Can I use eBanking anywhere in the world?	Yes however You should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them. Before making any payment using eBanking when You are abroad You should check that it is permitted by local law.	Yes however You should refer to Your Mobile Phone service/internet provider for any additional charges that could be imposed by them. Before making any payment using eBanking when You are abroad You should check that it is permitted by local law.	Yes however You should refer to Your internet provider for any additional charges that could be imposed by them. Before making any payment using eBanking when You are abroad You should check that it is permitted by local law.	Yes however You should refer to Your internet provider for any additional charges that could be imposed by them. You cannot make a payment using the Danske Bank Apple Watch App.
Technical Requirements	Please refer to Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a>	Please refer to Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a>	Please refer to Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a>	Please refer to Our Website <a href="http://danskebank.co.uk">danskebank.co.uk</a>

## Part 1 – General Information about eBanking

### 1. Our eBanking Service

Details of how to use Our eBanking Service are set out in the table below. Please note that not all eBanking Services are available through Our Mobile Bank UK App or Tablet Bank UK App;

You accept that by using a Mobile Device to access eBanking You will only have access to a reduced service. Full details of the range of services available can be viewed on Our Website. You will need to log on to full eBanking at [danskebank.co.uk](http://danskebank.co.uk) regularly to access all the available services. We recommend You do this at least every 30 days.

It is important that You only download Apps in accordance with the Terms and Conditions that You have agreed with the App Store.

We may update the services offered via Our eBanking Service from time to time.

If:

You registered for eBanking more than six months ago but have never logged on, You will need to fill in a new agreement to start using eBanking.

### 2. Electronic Mailbox

When You register for eBanking You will be asked if You also want to register for Electronic Mailbox. If You register for Electronic Mailbox then We will make Your statements and various other correspondence from Us available within Electronic Mailbox and We will not provide Your statements on paper by post. The Terms and Conditions for Electronic Mailbox are set out at the end of these Special Terms and Conditions – eBanking. You can view Your Electronic Mailbox using the full eBanking Service through the internet network or the App.

### 3. Terms and Conditions

These Special Terms and Conditions may be:

- accessed and viewed via Our Website and can be printed out by selecting/clicking on the PRINT button on the appropriate page on Our Website; or
- obtained by phoning Our eBanking Customer Service on 0345 6031534.

### 4. Users/ Nominated Users

A User will be able to use Our eBanking Service to access his/her own Accounts and may be able to use Our eBanking Service to access the Accounts of another Account Holder where the person has provided a mandate. Accordingly, a User can fall within the definition of both “You” (in respect of his/her own Accounts) and “Nominated User” (in respect of the Accounts of another Account Holder) and these Special Terms and Conditions should be read accordingly.

In order to use Our eBanking Service, each User will need to have an Electronic Signature. For details on how to obtain an Electronic Signature, please contact Our eBanking Customer Service on 0345 6031534.

We may also permit You and/or a Nominated User to access other services on Our eBanking Service. You will need to complete additional documentation in order to have or provide access to these other services on Our eBanking Service. If You would like to discuss other services, please contact Us on 028 9004 9221.

You and /or a Nominated User must keep Your Electronic Signature safe and secure. Please see Clauses 17 and 19 of these Special Terms and Conditions for further details of Your responsibility in this area.

### 5. General Information

For queries concerning the eBanking Service contact Our eBanking Customer Service on 0345 6031534.

Calls to the eBanking Customer Service are charged at local rate. Customers calling from mobile telephones may be charged a different rate. Please refer to Your service provider.

You should ensure that each User always exits the eBanking Service by using the "log off" key on the screen. This is to prevent any person who uses the computer or Mobile Device after the User from accessing any of Your Account information. Please see the Security Information on Our Website for further information about security and the eBanking Service.

The eBanking Service (including Mobile Banking) may be temporarily unavailable for periods of routine maintenance

## Part 2 - Special Terms and Conditions - eBanking

### Definitions

The Definitions in the Bank's General Terms and Conditions - Personal Accounts apply. In addition the following definitions apply to these Special Terms and Conditions

**"App"** means the eBanking Service available when using a Mobile Device to which Our Mobile Banking Application has been downloaded from the App Store (or such other stores as may offer Our Mobile Banking Application from time to time) which enables the electronic receipt and transmission of information (including in relation to an Account).

**"App Store"** is a digital distribution platform for mobile and tablet Apps for specific operating systems. The App Stores and associated operating systems We have developed Apps for can be found on Our Website.

**"e Banking Service"** means the range of eBanking Services as summarised in the table set out in Part 1 - Section 1 of these Special Terms and Conditions - eBanking (under the heading 'Our eBanking Service'), We make available through the internet network or the App. The eBanking Service available through Mobile Banking will not include all the functions which are available when using the Full eBanking Service. The eBanking Service enables the electronic receipt and transmission of information (including in relation to an Account), the making of payments from Your Account and the electronic signing of certain documents We may send to You for signature via Our eBanking Service.

**"Electronic Signature"** has the meaning set out in the Electronic Signature Terms and Conditions.

**"Electronic Signature Terms and Conditions"** means the Electronic Signature Terms and Conditions which each User must accept as a pre-condition before using Our eBanking Service.

**"Help Pages"** means the pages on Our Website and on the eBanking Service web pages on Our Website which explain

how the service operates and how to perform various functions associated with the service, as updated from time to time.

**"Mobile Banking"** means the eBanking Service that is available through a Mobile Device.

**"Mobile Banking Application"** means the Danske Bank App which We make available for use with a Mobile Phone or iPod touch known as 'Mobile Bank UK' and or the Danske Bank App which We make available for use with tablet devices known as 'Tablet Bank UK'.

**"Mobile Device"** means a Mobile Phone, iPod touch, watch, tablet device or any other internet enabled device which You use to access Your Account.

**"Mobile Phone"** means the internet enabled mobile telephone device which You use to access Your Account.

**"Nominated User[s]"** means a person who has:

- (a) been authorised by the Account Holder (or in the case of a joint Account the Account Holders) under Clause 7 and in accordance with these Special Terms and Conditions; and
- (b) complied with the requirements which We specify shall apply from time to time in respect of Nominated Users (including, for example, providing Us with such documentation as We may require);
- (c) been accepted by Us; and
- (d) accepted these Special Terms and Conditions to operate an Account (as specified in the Mandate[s] relating to the Nominated User) through the eBanking Service all in accordance with the provisions of these Special Terms and Conditions.

**"Page"** means the content that is contained in the printed copy format of these Special Terms and Conditions, or viewed directly from Our Website.

**"Spending Overview"** means that part of the eBanking Service described in Clause 2(b).

**"Terms of Use"** means Our rules on the use of Our Website which are displayed on Our Website, as amended from time to time.

**"Third Party Provider"** ("TPP") means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You.

**"User"** means You (where You are registered as a User pursuant to Clause 3) and each Nominated User.

**"User ID"** means the number which We have notified in writing in accordance with Our procedures to a prospective User as the User ID applicable to that User.

**"We", "Us", "Our" or "the Bank"** means Northern Bank Limited having its registered office address at Donegall Square West, Belfast (registered number R568). Danske Bank is a trading name for Northern Bank Limited.

1. We offer to make available to You and any Nominated User the eBanking Service subject to these Special Terms and Conditions. You may access other services from the eBanking Service. Where You do so the terms and conditions for those other services will also apply. Age restrictions may apply as set out in any Special Terms and Conditions for Your Account. You will not be able to download the App if You are under 13. You will be required by the App Stores to obtain parental consent to download the App if You are aged 13 - 18.
- 2 (a) You, and in the case of a Nominated User, the Nominated User, should read these Special Terms and Conditions carefully before taking any of the steps set out in this Clause 2. If there is any point You do not understand You should contact Us before proceeding. We will rely on these Special Terms and Conditions, and You will be bound by these Special Terms and Conditions, as soon as You take any of the following steps:
  - (i) when You, or in the case of a Nominated User, the Nominated User, accept the Agreement on Electronic Signature (You may be asked to do this when You sign a Customer Agreement with Us or when You ask to become registered for

- eBanking);
- (ii) when You complete the Mandate(s) referred to in Clause 7 below;
  - (iii) when You, or in the case of a Nominated User, the Nominated User, select and/or click on the "SIGN" button on Our eBanking agreement within eBanking.

## 2 (b) Spending Overview

When You register for eBanking You will automatically be given access to Spending Overview provided that You are at least 18 years old. Spending Overview is a tool which will automatically categorise most of the payment transactions on any current accounts and credit card accounts that You hold with Us. We will assign categories using information that is available to Us - such as data which is provided to Us with the payment transaction. We cannot guarantee that the categorisation is accurate or suitable for Your purposes.

You will be able to change the categorisation. Where You or any Nominated User change a categorisation then this will immediately apply to the Account. Further information on the functionality within the Spending Overview is available on the Help Pages.

Spending Overview is made available for Your information only and does not constitute advice about the appropriateness or possible consequences of any actions You might decide to take as a result of the information provided.

- 3. Once You, or in the case of a Nominated User, the Nominated User,:
  - (a) has taken any of the steps set out in Clause 2(a) above; and
  - (b) has accessed the eBanking Service using the User's Electronic Signature in accordance with the Electronic Signature Terms and Conditions;

We will register You, or in the case of a Nominated User, the Nominated User, as a User of the eBanking Service in accordance with these Special Terms and Conditions. Once a User is registered, the User may use the eBanking Service in accordance with these Special Terms and Conditions.

- 4. A User may continue to use the eBanking Service unless:
  - (a) the eBanking Service is cancelled or terminated under these Special Terms and Conditions;
  - (b) access for that User to the eBanking Service is denied under these Special Terms and Conditions; or
  - (c) where that User is a Nominated User, the Mandate provided by You in relation to that Nominated User is revoked by You.
- 5. It is a condition of use of Our Website and the eBanking Service that the User accepts the Terms of Use and agrees to follow the instructions given in the Help and Information Pages.
- 6.1 You agree and acknowledge that an instruction from a User to Us using the correct Electronic Signature (or at least 2 of the component parts of Your Electronic Signature - as set out in Clause 6.2) via the eBanking Service will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable authority for Us to follow that instruction. Accordingly, We may (subject to any legal or regulatory requirements, without enquiring into the purpose or circumstances of the instructions or transaction) honour such instruction even if such instruction causes an Account to become overdrawn.

We are liable only for the execution of a payment transaction in accordance with the Sort Code and Account Number (or where applicable the BIC and

IBAN) for the Payee's Account that You have given to Us. This is the case even if You have given Us additional information about the Payee.

This consent to make a payment out of Your Account cannot be withdrawn once We have received an instruction. However, if the instruction relates to payment by direct debit, standing order, or other future dated payment, please refer to Clause 5.5 of the General Terms and Conditions - Personal Accounts.

- 6.2 You agree and acknowledge that We may permit a User to access certain information and give certain payment instructions using Mobile Banking without requiring the User to input all of the component parts of the Electronic Signature. For example We will require a User to input their User ID and Personal Passcode, but not the code from the Security Card, to (i) access information such as balance information or mini statement information, (ii) transfer funds between Accounts held with the Bank which are in Your sole name, in the joint names of You and another person(s), or on which You have a mandate and (iii) electronically sign certain documents We may send to You via Our eBanking Service. We will not permit any instruction, via Mobile Banking, to make any other payment out of Your Accounts, without requesting that the code from the User's Security Card is input. We will always require the User to input all 3 component parts of their Electronic Signature to log on to Our Full eBanking Service. When We ask the User to authorise a transaction, confirm an instruction to Us or electronically sign any document using the Full eBanking Service We will ask the User to confirm the User ID and input the User's Personal Passcode. We may require the User to input the code from their Security Card. We will treat an instruction so authorised as Your consent to comply with that instruction as referred

to in Clause 6.1.

- 6.3 You agree and acknowledge that any agreement which has been signed by You using Your Electronic Signature will be treated by Us as a validly executed and enforceable agreement between You and Us.

**Nominated User**

7. We may allow You to nominate a person as a Nominated User to access and/or operate an Account. We will ask You to complete a Mandate. You may notify Us in writing that You wish to amend or revoke the Mandate(s) which You have executed in respect of a Nominated User. You may notify Us electronically, but for security reasons, You may only do so electronically if You use the electronic messaging facility which is part of Our eBanking Service. A Nominated User's right to use the eBanking Service to access and/or operate an Account will be withdrawn when You have notified Us of the date from which You want that to happen.
8. Subject to Clause 7, You are liable for any use or operation of an Account by a Nominated User as if the Account had been used or operated by You. You should ensure that any Nominated User has been told that it is important that they read and understand these Special Terms and Conditions. You must also ensure that the Nominated User complies with all Your obligations under these Special Terms and Conditions.
9. You and any Nominated User agree and acknowledge that:
- (a) (subject to Clause 28) a payment instruction which is received after the Cut-off Time will be processed on the next Business Day after the instruction is given;
  - and
  - (b) the balance information for an Account may

include uncleared items.

Details of Cut-off times and other information relating to timing of payment transactions are set out in the Payment Table provided in the General Terms and Conditions - Personal Accounts.

10. You and any Nominated User agree that You and any Nominated User shall not make use of all or any part of Our eBanking Service or any information available on Our eBanking Service on behalf of any third party (other than as permitted by these Special Terms and Conditions), or resell or otherwise make all or any part of Our eBanking Service available to a third party (other than as permitted by these Special Terms and Conditions). You agree that by downloading the App to access eBanking You will comply with the Terms and Conditions (or other applicable legal agreement including any licence under which the App may be downloaded).
11. Access to the eBanking Service will be denied to a User if the User enters an incorrect Electronic Signature on three consecutive occasions. If this occurs then You or the Nominated User should contact Our eBanking Customer Service on 0345 6031534.
12. You and/or the Nominated User shall advise Us without delay if You and/or he/she encounters any interruption or failure of the eBanking Service. It is Your and/or the Nominated User's responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the eBanking Service is unavailable for use or malfunctioning. Where reasonably possible, We will advise You and/or the Nominated User of the alternative means to be used to communicate information and operating instructions during the period the eBanking Service is interrupted. We will

do this via Our Website.

13. You may use the services of a Third Party Provider to access Your Accounts using Your Electronic Signature. Where the Third Party Provider uses Screen-scraping techniques to access Your Accounts then the TPP will be accessing Your eBanking Service and We will not be able to restrict what the TPP can do. Where the TPP accesses Your Accounts using the Open Banking APIs the TPP will not be accessing the eBanking Service. Instead You will be asked to Insert Your Electronic Signature within a dedicated secure webpage provided by Us. Further information is available in the General Terms and Conditions - Personal Accounts at Clauses 5.5.9 and 8.

**Fees**

14. When using the eBanking Service, transactions instructed by You and any Nominated User for payment of bills from any of Your or the Nominated User's credit card accounts will be treated as cash advances and charged in accordance with the terms and conditions (and current tariff where applicable) relating to Your or the Nominated User's credit card agreement which have been provided to Your or the Nominated User.
15. Any fees and service charges will be calculated and applied in accordance with Our 'Fees and service charges explained' leaflets.

**Your Responsibilities**

16. You and any Nominated User are responsible for the acquisition, operation and maintenance of computer and communications equipment (including Mobile Devices) which can communicate with the equipment and software used by Us from time to time in connection with the eBanking Service.



17. You must take all reasonable steps to keep Your Electronic Signature safe. Your Electronic Signature is made up of Your User ID, Your Personal Passcode and the code or combination that We ask You to input from Your Security Card. You must:

- (a) Destroy the PIN notification as soon as You have used it. The PIN notification will advise You of the confidential personal identification number that You must use when You first log-on to the eBanking Service. You will be prompted to change this PIN when You first log-on and the number that You choose is known as Your Personal Passcode;
- (b) Unless You are using the services of a TPP, never permit any other person to use Your Electronic Signature. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
- (c) Never disclose Your Electronic Signature to any other person (not even the police or Bank staff) unless that other person is a TPP which You have provided the information to for the purposes of using their services to access Your Accounts and You have taken reasonable steps to satisfy Yourself that that TPP authorised and regulated by the FCA or another European Regulator. You can check that this is the case by visiting the FCA website or the European Banking Authority website. TPPs are obliged by the Payment Services Regulations to ensure that Your Electronic Signature is not accessible to other persons and to ensure that Your Electronic Signature is transmitted through safe and efficient channels when You use their services.
- (d) Never respond to an email, SMS (text message) or telephone request, even where this appears

to be from Us, which asks You to disclose Your Electronic Signature or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this information. If You receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;

- (e) Never record or store Your Electronic Signature (other than the Security Card) anywhere without at first taking reasonable steps to disguise it. If You provide Your Electronic Signature to a TPP the TPP must not store it unless the TPP is providing You with Account Information Services and it is necessary to store the Electronic Signature to provide that service. If the TPP is providing You with Account Information Services and is using Screen-scraping techniques it may be able to access Your information even if it only has the User ID and Personal Passcode;
- (f) Never copy Your Personal Passcode or User ID to Your Mobile Device or computer without at first taking reasonable steps to disguise it. Never take a photograph or otherwise copy Your Security Card to Your Mobile Device or computer; and
- (g) Immediately report to Us if Your Personal Passcode or Security Card is lost or stolen or You think someone else, who is not a Third Party Provider which You have provided the information to for the purposes of accessing Your Accounts using their services, knows it You should comply with Clause 19.

18. You must ensure that a Nominated User complies with the provisions of Clause 17 and the guidance contained therein in relation to their Electronic Signature.

## Your Liability

19.1 If:

- (a) a User's Electronic Signature becomes known (or You or the Nominated User suspects it has become known) to anyone other than the User or a TPP which is authorised and regulated by the FCA or another European Regulator and which has been authorised by You or the Nominated User;
- (b) You or the Nominated User become aware that a computer which a User uses to access and use the eBanking Service in respect of Your Account is lost, stolen or fraudulently accessed;
- (c) You or the Nominated User become aware of any unauthorised transaction or error on an Account using the eBanking Service; or
- (d) You or the Nominated User think someone else, who is not a TPP authorised and regulated by the FCA or another European Regulator and to which You or a Nominated User have given consent, has or may try to access Your Account.

You and/or the Nominated User must notify Us without undue delay. You and/or the Nominated User can do this by way of any of the methods set out in Part 1 of the General Terms and Conditions - Personal Accounts under the heading "How You can contact Us." Further details are available in any Branch and on Our Website.

19.2 Further details about Your liability and Our liability are set out in Clauses 6 and 7 of the General Terms and Conditions - Personal Accounts.

20. You are liable for any breach by a Nominated User of these Special Terms and Conditions as if such breach has been committed by You.

21. You will be liable for any loss or damage incurred by another party due to breach of these Special Terms and Conditions by You or by any Nominated User where such breach constitutes fraud or negligence by You or by any Nominated User and You shall reimburse Us for any such claims made against Us by other parties and for any costs incurred in respect of such claims.

22. Without prejudice to the provisions of Clause 7 in the General Terms and Conditions, You and each Nominated User acknowledge that, subject to Your and their rights implied at law which cannot be excluded, We are not liable:

- (a) for any breakdown or interruption in the eBanking Service due to periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment;
- (b) for any breakdown in, interruption or errors caused to Your or the Nominated User's computer, computing equipment or Mobile Device as a result of using the eBanking Service;
- (c) to a Payee where a User provides incorrect information (for example, where, in the case of a Domestic Electronic Payment, a User does not provide the correct sort code and account number for the Payee);
- (d) for any delays or errors by other parties (for example, the failure of a financial institution to credit or debit an Account in a timely manner);
- (e) for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any other costs or losses, whether caused to You or a third party, that are indirectly caused by the event which led to any claim against Us, unless specifically stated in these Special Terms

and Conditions even if We have been advised of the possibility of such loss or damage;

- (f) for any reliance placed by You or any Nominated User on any part of Our Website or these Special Terms and Conditions which may have been stored or retained by You or any Nominated User and which may be out of date or otherwise amended (where applicable, in accordance with these Special Terms and Conditions) at any time and from time to time. You can view our current Terms and Conditions on Our Website [danskebank.co.uk](http://danskebank.co.uk);
- (g) for losses or damage which arises due to any failure or defect in Your or any Nominated User's software or systems; or
- (h) for losses or damage which arises due to any modification of Your Electronic Signature (other than by Us).

23. Nothing in these Special Terms and Conditions shall:

- (a) exclude or restrict Our liability for fraudulent misrepresentation by Us, Our employees, officers or agents or for death or personal injury resulting from Our negligence or the negligence of Our employees, officers or agents; or
- (b) operate so as to affect Your or a Nominated User's statutory rights where Our services are supplied to You or a Nominated User as a consumer.

#### Our Responsibilities

24. We are not responsible for:

- (a) Any destruction or loss of or damage to Your or any Nominated User's data or for delay, errors or omissions in any transmission of Your or any Nominated User's data or for any other events affecting Your or any Nominated User's data

which occur prior to the data being received by Us or which occur as a result of transmission over any public telecommunications network, including the Internet;

- (b) Any consequences of the events referred to above, even if the result is non-payment or multiple payment of, or delay in effecting, the relevant payment order or other transaction – subject always to the provisions of Clause 7 of the General Terms and Conditions – Personal Accounts in respect of Your liability;
- (c) Any information becoming known to any third party as a consequence of errors in the transmission of Your or any Nominated User's data or as a consequence of any third party gaining unauthorised access to the data transmission line in Our equipment or software (provided that We comply with Our obligations to take appropriate measures to protect against unauthorised access by any third party to any of Your or a Nominated User's personal data retained by Us).

25. You and any Nominated User acknowledge that We may reverse the linking of an Account to the eBanking Service for any reason (including, without limitation, because the relevant Account has been closed).

26. You and any Nominated User acknowledge that the correctness of information about an Account which a User obtains through the eBanking Service is subject to checking by Us as part of Our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

#### Suspending or terminating Your eBanking Service

27.1 We may stop or suspend Your use of Your Electronic Signature, the eBanking Service or any

service on eBanking where:

- (a) We reasonably believe that a User's Electronic Signature is at risk;
- (b) We have reasonable grounds to suspect unauthorised or fraudulent use of the Electronic Signature or the eBanking Service;
- (c) Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to fulfil Your obligations to repay the overdrawn amount; or
- (d) We have a legal obligation to do so.

We may also refuse to carry out individual transactions on Your Account in accordance with Clause 9 of the General Terms and Conditions - Personal Accounts.

27.2 Where We have exercised Our rights under Clause

27.1 (a) to (d) We will where reasonably possible, [and where it would not be a breach of security or be against the law] give You appropriate notice of Our intention to do so and explain Our reasons. If We have not contacted You in advance and a payment instruction from You is refused We will try to make this information available to You online. You can also get this information if You contact Us. See the section in Part 1 of the General Terms and Conditions "How You can contact Us". We will replace Your Electronic Signature and the eBanking Service as soon as reasonably practicable after the reasons for stopping its use cease to exist.

27.3 We can terminate these Special Terms and Conditions and therefore Your eBanking Service by giving You at least two months' notice.

27.4 You may terminate these Special Terms and Conditions and therefore Your eBanking Service at any time without penalty by notifying Us in writing.

27.5 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions - Personal Accounts, then Your eBanking Service

will be automatically terminated.

27.6 If this Agreement is terminated by either You or Us at a time when You are a Nominated User in relation to the Accounts of another Account Holder, Your Electronic Signature will remain useable in relation to Your Accounts notwithstanding such termination and You will continue to be bound by these Special Terms and Conditions until the Agreement on Electronic Signature is terminated.

27.7 If Your eBanking Service is terminated in accordance with this Clause 27, then each User's access to the eBanking Service in relation to Your Account will automatically be terminated.

27.8 If a Nominated User's Mandate is withdrawn in accordance with Clause 7, then that Nominated User's access to the eBanking Service in relation to Your Account will automatically be terminated.

27.9 The termination of an Agreement on Electronic Signature relating to a User's Electronic Signature will cause the automatic termination of that User's access to the eBanking Service.

27.10 Any termination of these Special Terms and Conditions is without prejudice to any accrued rights and/or remedies.

#### Disputes

28.1 In relation to any disputes the properly authenticated messages as archived on Our equipment shall be admissible as evidence of the contents of those messages.

28.2 The properly authenticated messages as archived on Your equipment shall only be admissible as evidence of the contents of those messages if You can demonstrate that:

- (a) You have ensured that satisfactory physical and logical security is implemented and maintained at all material times at Your equipment and premises; and

(b) there is no evidence that the audit trails of Your equipment have been modified, altered, interfered or tampered with; and

(c) there is no evidence that Your software has been modified or altered, nor interfered or tampered with after delivery to You.

28.3 If you are not happy with any part of our service, please ask us for a copy of our leaflet 'Putting things right for you' or visit our website. We aim to deal with complaints in a way our customers are satisfied with.

If you have followed our published complaint procedures and you disagree with the response we have given, you can refer the matter to the Financial Ombudsman Service. Details are available from us or from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively, if you have a complaint about any product or service you bought from us online and you disagree with the response we have given, you may use the online dispute resolution platform, which is available on [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr) to refer the matter to the Financial Ombudsman Service.

You will also be able to contact the Financial Conduct Authority (FCA) or the Payments Systems Regulator (PSR) if you think that we have broken the Payment Services Regulations 2017.

The FCA and the PSR will use this information to inform their regulatory activities. More information can be found at <https://www.psr.org.uk/sites/default/files/media/PD/F/PSR-PSD2-approach-factsheet-Sep-2017.pdf>

#### Variation of these Terms and Conditions

29. We may make changes to these Special Terms and Conditions at any time in accordance with the provisions of Clause 27 of the General Terms and Conditions - Personal Accounts. We may send You



a summary of the proposed changes using secure mail or using the Electronic Mailbox facility on eBanking where You subscribe to that service and where We hold an email address or mobile telephone number for You so that We can send You an alert to tell You that the information has been made available in Your electronic mailbox.

29.1 We may update the App from time to time. You can download any updates to the App from the App Stores (or such other stores as may offer Our Mobile Banking Application from time to time). Depending on the update, You may not be able to use the App until You have downloaded the latest version and accepted any new terms and conditions.

#### **ADDENDUM to Special Terms and Conditions for e Banking Agreement for Electronic Mailbox**

When You sign up for eBanking and each time that You open a new Account We will ask You whether You want Us to make Your statements of Account available electronically in Your Electronic Mailbox. If You have a credit card account with Us, We will also ask You if You want Us to provide Your credit card statement electronically in Your Electronic Mailbox. If You opt for Electronic Mailbox then You will be accepting the terms and conditions set out in this Addendum. By choosing to register for Electronic Mailbox to receive Your Statements of Account You are requesting that all documents, including statements for Your Account are made available to You in Your Electronic Mailbox. You understand that both the number of types and volume of electronic documents that We will make available in Your Electronic Mailbox will increase. Documents sent to Your Electronic Mailbox will no longer be sent to You in paper form through the post.

By choosing to register for Electronic Mailbox to receive Your credit card statements, You are requesting that

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

these documents are provided to You in Your Electronic Mailbox. We will require Your email address in order to notify You each time that a statement has been provided in Your Electronic Mailbox. Credit card statements sent to Your Electronic Mailbox will no longer be sent to you in paper form through the post.

You agree that You must be logged onto eBanking through the internet network or the App to receive this service. You agree that Your access to documents to be sent by the Bank to Your Electronic Mailbox is subject to You maintaining an eBanking Agreement with the Bank and that if You cease to be an eBanking customer of the Bank You will lose access to Your Electronic Mailbox and its contents. You further understand that Your accepting this Agreement for Receipt of Documents in Electronic Mailbox does not otherwise change any customer agreements that You have already signed with the Bank or accepted by electronic means.

#### **Terms and Conditions for Agreement for Receipt of Documents in Electronic Mailbox**

These Terms and Conditions for Agreement for Receipt of Documents in Electronic Mailbox (“the Agreement”) constitute an addendum to Your Agreement for use of eBanking (personal customers) and incorporate the Special Terms and Conditions for eBanking save where otherwise provided.

1. We provide an Electronic Mailbox facility via Our Full eBanking Service available through the internet network or the App. The Electronic Mailbox facility is used to send correspondence (including statements of Account and credit card statements, if applicable) to You electronically and without the need for any paper copies of that electronic mail to be sent to You. The types of documents made available to You through the Electronic Mailbox facility are listed on the eBanking web pages and can be changed from time to time; and We reserve the right to send You

mail in either electronic form only, paper form (via ordinary mail) only or both electronic and paper form.

2. You agree to receive electronic mail to Your Electronic Mailbox from Us to the same extent and with the same legal validity as paper-based mail. You must have registered for Our eBanking Service and also the Electronic Mailbox facility if You want to receive documents from Us in electronic form under this Agreement. If You wish to receive Your credit card statements in Your Electronic Mailbox, You will also require an email address so that We can alert You each time We have provided Your statement to You.
3. The Electronic Mailbox facility operates on the basis that if You have chosen to register for this Service then all of Your documents which are made available through Electronic Mailbox will be made available to You electronically and You will not be able to deselect any of those documents and ask Us to provide them to You on paper instead. If You tell Us that You want some of Your documents provided to You on paper then We will treat that as a request to end Your Electronic Mailbox facility. This does not apply to credit card statements provided to You in Your Electronic Mailbox. You can ask Us to provide these to You on paper instead and continue to have Your other documents (including statements of account) made available electronically.
4. Subject to Clause 3 above, each time that You open a new Account with Us We will ask You whether You wish Us to make the statements for that Account available through Your Electronic Mailbox or whether You wish Us to provide the statements to You on paper. You can also choose whether to have Your credit card statements provided in Your Electronic Mailbox or whether

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Registered Office: Donegall Square West, Belfast, BT1 6JS  
Northern Bank Limited is a member of the Danske Bank Group

You wish to have these provided to You on paper.

5. Documents that You receive in Your Electronic Mailbox could include, by way of example, statements of Account, credit card account statements, confirmation notes, payment advices, various statements (annual summaries, total summaries) and payment statements. Full details are listed in Electronic Mailbox within eBanking Service.

The number of types and volume of documents sent to Your Electronic Mailbox will gradually increase. If We add a new type of document to the list of documents that are made available in Your Electronic Mailbox We will send You a secure mail to tell You about this. We may also send You an email to let You know that We have sent a secure mail to Your eBanking.

6. You can Unsubscribe from Electronic Mailbox at any time. When You unsubscribe We will not end Your Electronic Mailbox facility. Instead We will not provide or make any more documents available to You in Your Electronic Mailbox but You will still be able to view any documents that are already stored in Your Electronic Mailbox. You can do this in accordance with the following instructions:

Log on to eBanking via [danskebank.co.uk](https://danskebank.co.uk)

- Click on Electronic mailbox and agreements
- Choose Electronic mailbox
- Click on Unsubscribe electronic mailbox, in the box on the right of Your screen
- Click Unsubscribe
- input Your Personal Passcode (which is the 4 digit PIN that You have selected as part of Your Electronic Signature) to authorise Your request to Unsubscribe from Electronic Mailbox.

You can ask Us to open up Your subscription to Electronic Mailbox at any time - but any documents sent to You on paper during the period when You had ended Your subscription will not be available to view. It can take 7 days for Us to reactivate Your subscription for Electronic Mailbox.

7. You can register for Notifications within Electronic Mailbox. This means that We will send You an alert when We make a document available in Your Electronic Mailbox. You can do this in accordance with the following instructions:

Log on to eBanking via [danskebank.co.uk](https://danskebank.co.uk)

- Click on Electronic mailbox and agreements
- Choose Electronic mailbox
- Click on "Go to Documents"
- Click on "Settings" in the toolbar at the top of the screen

• Enter Your email address where indicated  
If You have chosen to receive Your credit card statements in Your Electronic Mailbox, We will automatically send You an alert when We provide Your credit card statement. You do not need to register for Notifications in this instance.

8. If You wish to store the electronic documents Yourself, You can either print them or save them on Your computer.

If You cease to be an eBanking customer You will lose access to the contents of Your Electronic Mailbox and You should take such steps as You deem appropriate to retain copies of any electronic mail that We have sent to You. You should be aware that once You export information from a secure website it will no longer be secure.

9. You are responsible for opening and checking

documents sent electronically from the Bank. You should check the electronic documents carefully as You would ordinary, paper-based documents. Your responsibility is the same as if the documents were paper-based and had been sent by ordinary mail.

If You do not have access to eBanking for a certain period of time, You must notify the Bank immediately whether You wish to terminate Your Agreement and receive paper-based documents by ordinary mail in future, or want to continue receiving the documents electronically. You may also temporarily suspend the delivery of electronic mail (see Clause 6).

10. Your responsibility and the Bank's liability is governed by the Special Terms and Conditions for eBanking.

The Bank cannot be held liable for losses to You arising out of or in connection with Your use of Your Electronic Mailbox. The Bank reserves the right to send to You documents (which You would normally receive electronically as a result of this Agreement) in paper-based form by ordinary mail.

11. You may terminate this Agreement online by following the instructions on Our web page and the Bank will terminate the service within seven days of receipt of Your request to cancel and will thereafter send to You Your mail by ordinary paper-based mail. The Bank may terminate this agreement in accordance with the Special Terms and Conditions for eBanking.

12. The Bank may change the Agreement in accordance with the Special Terms and Conditions for eBanking.

These Special Terms and Conditions supersede any previously issued Terms and Conditions for eBanking.

Copies of the General Terms and Conditions - Personal Accounts and any Special Terms and Conditions which apply to an Account or Service may be accessed and viewed via Our Website and can be printed out by clicking on the PRINT button on the appropriate page on Our Website; or obtained by asking for a paper copy at Your Branch or by phoning Your Branch.

**This publication is also  
available in Braille, in large  
print, on tape and on disk.  
Please phone Our eBanking  
Service Customer Service on  
0345 6031 534 for details.**