

# Darlingtononline Terms and Conditions

These Special Terms and Conditions relate to the Darlingtononline service. They are in addition to our General Terms and Conditions, Mortgage Conditions and General Terms and Conditions for Savings Accounts and in addition to our Privacy notice.

## 1 General Access

- 1.1 We are committed to protecting your privacy and safeguarding your personal data during your visits to the Darlingtononline and recognise our responsibility to keep your information confidential at all times.
- 1.2 Information and personal data you give us will be used by us to provide and manage your account. Your personal data and any marketing communications sent to you will be processed in accordance with the Data Protection Act 2018 and in accordance with our Privacy Policy ([www.darlington.co.uk/privacy-policy](http://www.darlington.co.uk/privacy-policy)). We may keep your personal data in accordance with our Privacy Policy.

## 2 Security

- 2.1 When you first request access to the Darlingtononline system you must choose a username, password and passcode. These are known as your 'Security Details'. At the end of the registration process, you will need to enter an authentication code that will be sent to the mobile number that is associated with your account. To complete the registration process, a mobile number must be registered to your account. To add a mobile number to your account, please contact us or visit your nearest branch.
- 2.2 Each time you access the Darlingtononline system we will ask you for your username, your password and a selection of characters from your passcode so that you can prove and we can authenticate your identity.

# Darlingtononline Terms and Conditions

- 2.3 Once registered for the Darlingtononline system you must always keep your username, password and passcode secret. You must always keep your Security Details secure and not share them with anyone else, including Society staff or any joint account holders. We will never phone, text or email you asking for your password or passcode. If you give your Security Details to a third party, we are not responsible for what they do with your details or account information.
- 2.4 You can only have one set of Login Details at any one time. If more than one account holder requires access to a joint account you must each set up separate Login Details and each of you must register individually to use Darlingtononline.
- 2.5 If you fail to provide the correct Security Details three times in a row, we will block further online access to your account. Subject to identification checks the Online Support team may enable access to the system. The Online Support team are available 9 am to 5pm Monday to Friday on 01325 741049.

## 3 If you think someone knows your security details

- 3.1 If you think that someone else knows your password or passcode, please let us know at once. You can email us at: [onlinesupport@darlington.co.uk](mailto:onlinesupport@darlington.co.uk) or telephone 01325 741049. You must change your Security Details immediately. If you are unable to change your Security Details or you do not contact us, you will be responsible for any instruction(s) we receive and act on, even if it was not given by you and we shall have no liability to you for acting on such instruction(s). Once we are notified of a security breach, we will suspend access to your relevant account in the Darlingtononline system until you are able to change your Security Details.
- 3.2 In the event of the above then any liability by you will be determined in accordance with our General Terms Conditions.

# Darlingtononline Terms and Conditions

## 4 Access to our System

4.1 We shall be entitled to terminate, restrict or suspend your access to our Darlingtononline system if we have reasonable grounds to believe one of the following has occurred:

- a) you have attempted to gain unauthorised access to our systems, or to accounts of other customers;
- b) you have attempted to introduce any viruses or malicious software into our systems;
- c) the security of your account is at risk;
- d) we suspect unauthorised or fraudulent use of your Security Details;
- e) you fail to comply with a legal or regulatory requirement;
- f) you have knowingly given us false information about yourself;
- g) a systems failure has occurred at Darlington Building Society; or
- h) there for any other reason beyond our reasonable control.

4.2 If possible, we will contact you before suspending, restricting or blocking access to Darlingtononline to tell you we are doing so and why, except where we are unable to do this for legal, technical or regulatory reasons.

4.3 You must only use Darlingtononline for your own use.

4.4 Darlington Building Society will endeavour to have this site available 24 hours a day. However, we have the right to suspend access to the site, temporarily or permanently, for which no notice may be given. We may occasionally undertake repairs, updates or maintenance on our systems, which may mean that some or all of the services are not available or may be slow for a short time. Darlington Building Society will not be liable for any reason if the site is unavailable, for however long the period might be.

# Darlingtononline Terms and Conditions

## 5 Communications

- 5.1 If we need to contact you about your use of Darlingtononline, we will contact you using secure messaging. If you need to contact us you can also send us a secure message and we will make reasonable endeavours to respond within 1 working day.
- 5.2 You should never send us your full Security Details via the Secure Messaging Service or communicate them via any other means.
- 5.3 Please note that the secure messaging facility within the Darlingtononline system cannot be used for:
  - a) matters that require immediate attention – i.e. notification of disputes or complaints; or giving notice of your change of address or personal details. Such changes to your account must be notified in writing including email or in person at one of our branches;
  - b) Reporting theft or any loss or where you believe that your Security Details have been disclosed or you believe someone may try or has tried to use your Security Details to access your account.
- 5.4 We have the right to terminate your account if you act in a manner that is fraudulent or negligent or misuse the secure messaging facility.
- 5.5 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.
- 5.6 If you contact us to change your email address or telephone number, these changes will be reflected when you next log in to Darlingtononline.
- 5.7 In the event you provide us with instructions via secure messaging, we reserve the right to ask you to confirm such instructions in writing prior to actioning such instructions. We may be required to do this for security or legal reasons.

# Darlingtononline Terms and Conditions

## 6 Security of the Internet

- 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 Cyber Café.
- 6.2 You may not be able to access Darlingtononline if you are using an outdated browser or due to your browser settings. You can restore your access by updating your browser or reinstating settings that have been disabled.
- 6.3 We have taken reasonable steps to ensure that the Darlingtononline system is secure. This includes using software and other technology to help us identify you and detect viruses or other malicious software on the computer or device that you are using to access Darlingtononline. However we have no liability for and cannot guarantee that any information that is transferred or passed over the internet will remain secure, confidential or will not be interfered with. You acknowledge and consent to using Darlingtononline on this basis.

## 7 Withdrawals

- 7.1 You can enable the online withdrawal facilities within Darlingtononline by providing us with a nominated bank or building society account. This must be an account with another financial provider, where you are a named holder, operated in the United Kingdom, with a valid sort code and account number. We are required to obtain evidence that the bank account you would like to register is a personal current account in your own name. To do this, we will verify these details electronically, we will send your name, address, date of birth and bank details to the credit reference agency, who will supply us with the information we require. The credit reference agency will record details of the search but the search will not be seen or used by a third party to assess your ability to obtain credit. We will only use the results of this search to confirm your bank account details. In the event you change the nominated account details, we will not process withdrawals until your new bank details have been verified and accepted by us. You can transfer between your Darlington Building Society accounts providing the accounts are eligible for withdrawals and deposits.

# Darlingtononline Terms and Conditions

- 7.2 You can nominate your account via Darlingtononline at any time. The ability to make withdrawal requests online will be limited to the type of account that you hold. Certain accounts will not allow withdrawals to be made online or payments to be deposited online.
- 7.3 Unless a transaction is to close an account, the minimum withdrawal amount is £10. The maximum withdrawal is £25,000. There is a £25,000 withdrawal limit per person per day.
- 7.4 Withdrawal requests received by 3.00pm will usually reach your nominated bank account by the end of the following working day. A working day means Monday to Friday 9am to 5pm and excludes bank holidays.
- 7.5 We submit all withdrawal funds via the Faster Payments system to your nominated bank account. It will usually take one working day for the cleared funds to reach your nominated bank account. However, we cannot guarantee when a payment will reach the account.
- 7.6 Once you have instructed us to make a withdrawal and your account has been debited, this instruction cannot be cancelled or amended.
- 7.7 We do not accept any liability for loss caused by delays in processing a withdrawal request whether caused by failings in the Fast Payment System or Darlington Building Society's systems.
- 7.8 We can refuse to make a payment or allow a withdrawal if:
- a) our internal security controls require you to produce additional identification or prevent us carrying out the transaction if for example there is a limit of the amount that you can withdraw;
  - b) if you do not have available funds to make the payment or you have exceeded a limit we have applied to your account;
  - c) the payment instruction is missing information required to make the withdrawal;
  - d) the account you want to pay is not included in the Faster Payments system - you can check this with us in advance;

# Darlingtononline Terms and Conditions

- e) we are required to do so by law or regulation; or
  - f) we reasonably believe that someone else may have rights over money in your account in which case we will ask you for further information or ask that you contact the relevant court for further information as to what to do.
- 7.9 We will endeavour to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you are using a card to make a payment or withdraw cash, the party that owns the cash machine will tell you the payment has been refused.

## 8 Who can register

- 8.1 Only UK resident customers aged 13 years and over who are recorded as signatories on an account will be allowed to register for access to their accounts in the Darlingtononline system. If you are registered as an account trustee, you will be allowed to register however you will not be able to withdraw from the account.
- 8.2 If a customer changes their residential address to an address outside of the UK, the customer shall be entitled to view their account details but will not be able to undertake any transactions online.
- 8.3 Darlingtononline is not currently available:
- a) for companies, clubs and charities;
  - b) for holders of a Power of Attorney, Trustees, or Deputies appointed under the Mental Capacity Act 2005, personal representatives or any other third party acting on a customer's behalf; or
  - d) if we are unable to confirm your identity and/or current address.
- 8.4 If you have a joint account then any one of you may use our Darlingtononline system but you must each use your own username, password and passcode. To be able to use our Darlingtononline system for withdrawals your account must be set up so that any one of you can authorise a transaction or amendment to the account. Darlingtononline is not available for withdrawals if two or more of you are required to authorise a transaction jointly.

# Darlingtononline Terms and Conditions

## 9 General Conditions

- 9.1 The information provided on this website does not constitute financial or other professional advice. If you want to apply for or use any services, please seek further information from Darlington Building Society, an Independent Financial Advisor or other professional Advisors.
- 9.2 Darlington Building Society will endeavour to make Darlingtononline safe and secure but we 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.
- 9.3 Darlington Building Society shall at all times own the copyright, intellectual property 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.
- 9.4 We may at any time and for any reason:
- a) change or withdraw any part of the Darlingtononline system;
  - b) change your obligations in relation to security measures;
  - c) change any provision of these terms and conditions;
  - d) introduce charges for use of the Darlingtononline system;
- 9.5 We will tell you in writing (either by post, email, by notice on the Darlingtononline system or by secure messaging) at least 30 days before we make any change to these Darlingtononline terms and conditions. We will treat a change as accepted by you on the day it comes into effect unless you tell us before that date that you refuse to accept the change.



# Darlingtononline Terms and Conditions

- 9.6 We may also change anything in these terms and conditions at any time to reflect changes in law, regulation or codes of practice that apply to us or the way we are regulated. Wherever possible, we will give you at least one month's notice of such changes. If this is not possible we will give you as much notice as we reasonably can.
- 9.7 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.
- 9.8 By accessing any part of this site, you shall be deemed to have accepted these terms and conditions in full.

## 10 Force Majeure

- 10.1 Neither party shall be liable for any delay, interruption or failure in the performance of its obligations under these terms and conditions caused directly or indirectly by fire, flood, earthquake, explosion or other casualty, strike or labour dispute, disruption of telecommunication systems, war or other violence, accident, any law, order, injunction, proclamation, regulation, ordinance, demand or requirement of any government agency, act of god or any other cause or condition of a like nature beyond the reasonable control of the affected party.

## 11 Deregistration

- 11.1 If you no longer wish to use Darlingtononline you should let us know by secure messaging or in writing. The cancellation request will be processed within 1 working days after its receipt by us.

## 12 Regulatory Information and Complaints

# Darlingtononline Terms and Conditions

12.1 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered on the Financial Services Register and our Financial Services Register number is 205895.

12.2 If you are unhappy with Darlingtononline or feel we have done something wrong, please contact us and give us the opportunity to resolve the matter. If after we have attempted to resolve the matter, you still are dissatisfied, you may be able to contact the Financial Ombudsman Service. Further details on our complaints procedure can be found on our website ([www.darlington.co.uk/contact-us/customer-complaints/](http://www.darlington.co.uk/contact-us/customer-complaints/)).

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