

## End User Licence Agreement for Yorkshire Building Society's App

Yorkshire Building Society ("YBS", "we", "our" or "us") is pleased to make our Yorkshire Building Society App (the "App") available to existing YBS Savings Account holders. You are only permitted to proceed to download the App if you are an existing YBS Savings Account holder. If you do not yet have a YBS savings account, please visit [www.ybs.co.uk](http://www.ybs.co.uk) for more details.

By clicking on the "accept" button below you agree to the terms and conditions contained in this End User Licence Agreement (referred to as "these terms" or "EULA"), which will bind you.

If you do not agree to the terms of this EULA, you will not be able to continue.

Please read the terms and conditions of this EULA carefully before you proceed. They are important.

### 1 Who we are and what this EULA concerns

YBS is a member of the Building Societies Association, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The App and our mobile banking service, are operated by Yorkshire Building Society (Financial Services Registration Number: 106085), head office at Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

This EULA licences you the right to use the App and any updates or supplements to it as permitted by these terms. The terms of this EULA only relate to your use of the App and not any other YBS products or services.

Separate terms and conditions apply to all YBS' savings accounts which are available on our website at [ybs.co.uk/pdf/savings/general-terms-online.pdf](http://ybs.co.uk/pdf/savings/general-terms-online.pdf). Each of our other products have specific terms which apply to it. These are known as product terms. The product terms will be provided to at account opening, in a product factsheet.

You must comply with both this EULA and the terms of that govern your savings account(s). You can view the latest version of this EULA at any time by going to the information section that corresponds to our App in Apple's App Store or within the App under the 'my details' section. See paragraph 9 (*Changes to these terms*) for information as to when we may make changes this EULA.

By using the App you acknowledge and agree that we are **not** providing any savings or financial advice. Please contact us directly in relation to any queries that you may have about your savings account(s) (see **Contacting us** in paragraph 4 below).

### 2 Your privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data, for what purposes, together with your rights in relation to your personal data and how to exercise them. This information is provided in our 'How We use Your Personal Information' and 'Your Rights' booklets that can be found at [www.ybs.co.uk/privacy](http://www.ybs.co.uk/privacy). It is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### 3 Apple Inc's ("Apple") terms also apply

The ways in which you can use the App may also be controlled by the Apple's rules and policies (which can be viewed [here](#)) and Apple's rules and policies will apply instead of these terms where there are differences between the two.

Both you and we acknowledge that Apple is not responsible for the content of this App. Apple has no obligation whatsoever to provide any maintenance or support services to you in respect of the App.

### 4 Support for the App and how to tell us about problems

**Operating system requirements.** The operating system requirements can be found within our FAQs which are available within the App, on our website and they are summarised in the information section alongside our App listing on Apple's App Store.

**Support.** We are solely responsible for providing any maintenance and support services with respect to the App. There may be times when the App is unavailable due to planned or emergency maintenance, updates, patches or fixes. We will always endeavour to keep any interruptions to a minimum.

In the event the App fails to comply with our warranties set out at paragraph 8 [below](#), and we fail to fix or make good the App within a reasonable time period of you notifying us of the issue, you may advise Apple, and Apple will refund the purchase price (if applicable) for the App to the maximum extent permitted by applicable law.

**Contacting us (including with complaints).** We always try to do what we can for our customers but if you think the App is faulty or misdescribed, if you have a complaint, or if you wish to contact us for any other reason please do not hesitate to contact us using one of the methods listed at <https://www.ybs.co.uk/help>. We'll always try to do all that we can to get the bottom of your complaint and solve any problems quickly and fairly.

If after we have investigated your complaint you remain unhappy, you may be able to contact the Financial Ombudsman Service (but you must do so within six (6) months of receiving our final response). For more information please click [here](#).

If you require any assistance in relation to your savings account(s) please visit: <https://www.ybs.co.uk/help/savings>.

**How we will communicate with you.** From time to time, we may contact you using the contact details you have provided to us and in accordance with our privacy policy which is available [here](#).

## **5 How you may use the App, including how many devices you may use it on**

We are solely responsible for the App. However you agree that the use of the App is at your risk.

You may download or stream the App onto any Apple branded device which you own or control and view, use and display the App on the device for your personal use if:

- you are an existing YBS savings customer;
- you are registered for YBS online banking; and
- you are over the age of 16 (sixteen) to accept these terms and download the App.

You will only be granted access to the App if we can confirm that you are a YBS savings account holder.

When you first log into the App, you will need to enter your existing online banking credentials which consists of your username/customer number and password. You may then also have an option to set up biometrics or a passcode that you will use to login to the app. Biometrics means the device recognises you, for example by your fingerprint or by facial recognition. It is **very important** to be aware of the risks that if anyone other than you has their biometric data registered to your device (for example if their fingerprint is saved to your device too) they will be able to access the App and your savings account(s). Do you want them to access the App and your savings account on your device? If not, do not set up biometric login on this App.

You are only permitted to register the App to one (1) device at any time so if you choose to have the App on another device you will have to repeat the process of registering the App on the new device. You should delete the App from the first device before downloading and registering the App on the new device.

At all times you are responsible for access to the App on your device, or on a device owned by another person provided that you have permission to use that device (see paragraph 6 below), so if another person accesses your account because, for example, you did not log out of the App or they have their biometric data registered to the same device, we will not be responsible for any issues that arise from them accessing your account (see also paragraphs 6 and 16 below).

The App is normally available to access 24 hours a day seven (7) days a week, but it may be unavailable when we need to change, fix or improve the App. We will try to provide you with prior warning of planned unavailability but there will be occasions when you will only be notified when you try to login to the App. You must comply with the Licence Restrictions and Acceptable Use Restrictions set out below (see

paragraphs 13 and 14 below). In the event you fail to comply with these restrictions, we can stop you using the App. If the App is unavailable you will usually still be able to access your account on our website in the normal way.

## **6 If someone else owns the device you are using**

The owner of the device which you want to download the App onto **must** have given you permission to do so. It is your responsibility to comply with these terms, whether or not you own the device. As mentioned above, if the owner of the device accesses the App because you downloaded it onto their device you are responsible for their actions or omissions if they use the App, including any claims or costs which may arise, for example in breach of data protection requirements or our intellectual property rights.

We ask that you do not let other people access your Savings Account(s) so if changes are made to your information or account(s) through the App we will reasonably work on the basis that you made that change. Therefore, please be aware that if we suffer losses as a result of changes to the information provided, you may be liable to us for those costs.

## **7 You must not transfer the App to someone else**

You must not transfer the App to someone else, whether for money, for anything else, or for free. Your right to use the App is non-transferable and is permitted only in accordance with Apple's Usage Rules available to view in Apple's App Store. If you sell any device on which the App is installed, you must remove the App from it.

## **8 Warranties**

We warrant that the App:

- is fit for the purpose and is as described in Apple's App Store;
- is free from material defects in its design; and
- is of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

You represent and warrant that:

- you are not located in a country that is subject to a U.S. Government embargo; or
- you have not been designated by the U.S. Government as a "terrorist supporting" country; and
- you are not listed on any U.S. Government list of prohibited or restricted parties.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you. To the maximum extent permitted by any applicable law, Apple requires us to include a term in this EULA stating the following: that Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

## **9 Changes to these terms**

We may need to change these terms to reflect:

- changes or anticipated changes in law, regulations or codes of practice, or to respond to a decision by a court, ombudsman or regulator;
- changes in our costs, including administrative costs, involved in providing the App;
- changes in technology;
- any additional features which we introduce or changes in the functionality of the App, including the removal of any out of date parts of the App;
- to fix any mistake in the drafting of this EULA or to make it fairer or clear (this will never be to your detriment); or

- changes to the way we want to provide services to our members or to reflect the changes in the method that the banking industry deliver services;
- changes in our ownership or a re-organisation due to us merging with or acquiring another business;
- we may also need to make changes for other reasonable reasons that affect the way we run our business and your account. In the event we do, we will describe the reason when we notify you about the change.

You will receive a notification of any change to the terms when you next start the App. Please always ensure you read and accept the updated terms to use the App. If you are not happy with any change that we make you can immediately delete the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and you must delete it from your device.

So that we are able to provide sufficient notification to you of changes of terms and conditions within the EULA, we recommend that you periodically log on to the App and at least every 14 calendar days.

## **10 Updates to the App**

From time to time we may automatically update the App through Apple's App Store and change the service to improve its performance and your experience, or to reflect changes to the operating system or to address security issues.

Depending what the update is, if you decide not to install the updates or if you opt out of automatic updates you may not be able to continue using the App until you have installed the latest version and accepted the new terms (if applicable). You will receive a notification of any requisite App updates when you next start the App.

It is not Apple's responsibility to provide App updates to you.

## **11 We may collect technical data about your device**

By using the App, you agree to us collecting and using technical details about the device you are using the App on and related software and hardware so we may improve our products and services for you.

We will not collect personal technical details about your device but we will share public keys and private keys with the App to validate your biometric data, if you choose to use biometric data to access the App.

## **12 We are not responsible for other websites you link to**

The App may contain links to other independent websites which are not provided by us. Any independent sites are not under our control, and we are not responsible for them and have not checked and approved their content or their privacy policies (if any).

You need to make your own independent judgement about whether to use any such sites, including whether to buy any products or services offered by them and we do not endorse any such products or services. If you leave our App you are no longer covered by our Privacy Policy or Security Policy.

## **13 Restrictions on your right to use the App**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, 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, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App 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 nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited 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 (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without YBS' prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws (including restrictions on exporting and re-exporting) and regulations that apply to the technology used or supported by the App;
- promptly update the App in accordance with any alerts that we may provide to you, particularly if they relate to security; and
- contact us straightaway if you think your access to the App has been compromised and/or you suspect or know that a third party has your login details without your permission.

#### **14 Acceptable use restrictions**

You must:

- not register the App on more than one (1) Apple branded device;
- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, or any operating system;
- not use the App on an Apple device which has been changed, "jailbroken" or tampered with in breach of Apple and/or the network provider's original settings;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running any service.

#### **15 Intellectual property rights**

All intellectual property rights in the App throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property or other rights in, or to, the App other than the right to use them in accordance with these terms.

Copyright and other intellectual property rights protect the content and layout of this App. This not only includes text but also software, data, forms, sound, music, graphics, animations, logos and any video or media clips.

## **16 Our responsibility for loss or damage suffered by you**

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen. We do not accept any liability for any losses that do not arise directly from a breach of this EULA. Similarly, you will not be liable to use for any losses that do not arise directly from your breach of this EULA.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an App update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**The App is for domestic and personal use. We are not liable for business losses.** If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or any other loss arising out of or related to your use of or inability to use the App.

**We are not liable for loss of use, or corruption of software, data or information.** We will do all that we reasonably can to ensure that the App is free from viruses, bugs or other software or programs that may damage your device. However, we cannot guarantee this, nor do we make any representations or warranties to that effect, and we do not accept liability if this happens. If you decide to use your stored biometric data or other confidential information on your Apple branded device to access the App, you do so at your sole risk.

**Limitations to the App.** The App is provided for general information relating to your savings accounts with us only. It does not offer any advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date or, save as provided at paragraph 8 that the App will function sufficiently.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

**Check that the App is suitable for you.** The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described in Apple's App Store and in any documentation provided) meet your requirements. If you rely on any information provided on this App you are responsible for checking that it meets your specific requirements and any reliance is subject to the terms and conditions that govern the particular savings account(s). We do our all that we reasonably can to ensure that the information provided on the App is up-to-date and accurate.

**We have made reasonable efforts to ensure that the App is accessible from a range of Apple devices** but we cannot guarantee that you will be able to access the App if you are not using the latest operating software or if our App is not available on your specific Apple device and we do not accept liability if you are unable to access our App.

**We are also not responsible for any charges that you may be required to pay as a result of using the App,** for example, data or roaming charges imposed by the network provider for your device. Any such charges are solely your responsibility. You must also comply with any third party agreements which apply to you when you use the App, for example agreements that you may have with network providers, internet service providers or the company which lends the device to you.

**We are not responsible for events outside our control.** If our provision of the services or support for the App is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may delete the App so that the EULA is terminated with us and receive a refund (if applicable) for any services you have paid for but not received.

**Nothing in this EULA affects your legal rights.**

## **17 Termination and Suspension**

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you reasonable opportunity to do so.

In addition, we may, acting reasonably, end your rights to use the App at any time by contacting you if:

- you no longer have a YBS savings account;
- you are using the App for an improper purpose, including (but not limited to) if we suspect you are involved in fraudulent, abusive or illegal activity or if we suspect you present a security threat;
- there is an ongoing dispute between us and you; or

We also reserve the right to stop making the App available at any time on a particular device or operating system, though we will always try to give you reasonable warning.

You may terminate your use of the App at any time by deleting or removing the App from your device. Please be aware that if you stop using the App and/or if you delete the App that does not mean that any of your savings accounts will close. Please contact us directly (see paragraph 4 above) if you would like to discuss changing your savings account(s) in any way, including if you wish to close any of your accounts with us.

If your right to use the App is terminated by you or us:

- you must stop all activities authorised by these terms, including your use of the App;
- you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have; and
- you agree to reimburse us if we suffer any loss or damage or incur any costs because you are using the App for an improper, fraudulent, abusive or illegal purpose.

Instead of terminating your right to use the App we may suspend your access to the App at any time without notice for any reason, including if we need to update the information on or functionality of the App or for maintenance purposes. Our right to suspend your access to the App does not prevent us from terminating your access to the App.

## **18 We may transfer this EULA to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this EULA.

## **19 You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

## **20 No rights for third parties**

**Apple Affiliates** means any entity that directly or indirectly controls, is controlled by, or is under common control of Apple.

A person who is not a party to this EULA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA, except that Apple or an Apple Affiliate may enforce these terms.

**21 If a court finds part of this EULA illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**22 Even if we delay in enforcing the terms of this EULA, we can still enforce it later**

Even if we delay in enforcing the terms of this EULA, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this EULA, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**23 Which laws apply to this contract and where you may bring legal proceedings**

The terms and conditions of this EULA are governed by English law and you can bring legal proceedings in respect of the App and the EULA in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts. Please also refer to our complaints policy [www.ybs.co.uk/contact-us/help-us-improve](http://www.ybs.co.uk/contact-us/help-us-improve) if you have any issues or concerns.

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