

You-View Terms and Conditions **Effective 1st January 2012**

1. Introduction

You-View is the Society's interactive online enquiry and transaction request service. Please read these Terms and Conditions carefully. They are in addition to the terms and conditions for savings and mortgage accounts which define our mutual responsibilities in respect of your dealings with the Society. Savers in Onthedot accounts should also read the special Onthedot Account Terms and Conditions. If there are any inconsistencies between these documents, the individual product terms and conditions take precedence. The You-View Terms and Conditions take precedence over the General Savings Account Terms and Conditions.

2. Definitions

"Society" means Market Harborough Building Society

"User ID" means the unique identification number issued to each customer who registers to use You-View.

"Working Day" means a week-day between Monday and Friday inclusive, but excludes public holidays.

3. Security

You will be asked either for your password or for your piece of memorable data whenever you wish to confirm a transaction request. We will not be able to undertake the transaction if you are unable to provide this information.

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

- (a) never make a record of your password or memorable data in a way that can be easily understood by someone else;
- (b) never tell anyone else (including the Society's staff) your password or memorable data.

The Society reserves the right to refuse to register or amend any password or memorable data.

User ID's and associated passwords and items of memorable data are unique to individuals. Joint account holders must register separately for this service.

If you forget your memorable data or password you can let us know online at You-View@mhbs.co.uk, but you will not be able to use the service until we have sent a new activation key to your registered address.

If you think that someone else knows your password or memorable data, and you are unable to get into the on-line system to change it, you must let us know at once. You can e-mail us at You-View@mhbs.co.uk, or telephone 01858 412250. We can then suspend access to your accounts until you are able to change the information.

The Society does not recommend that you access your account from a public site, such as a cyber café.

4. Liability

Subject to the remainder of this Condition 4, you are liable up to a maximum of £50 for any losses incurred in respect of any unauthorised payments made from your account only:

- (a) from the unauthorised use of your memorable data or password; or
- (b) where you have failed to keep your memorable data or password safe.

You are, however, liable for all losses arising from unauthorised payments made from your account where:

- (a) you have acted fraudulently; or
- (b) you have, with intent or by being grossly negligent, failed to use your memorable data or password in accordance with these terms and conditions or you have failed to notify us that someone else knows your memorable data or password in accordance with Condition 3.

Unless you have been fraudulent, you are not liable for any losses incurred in respect of unauthorised payments made from your account:

- (a) arising after you have notified us that someone else knows your memorable data or password in accordance with Condition 3;
- (b) where we have failed to provide a telephone facility on 01858 412250 or such notification process to allow you to notify us that someone else knows your memorable data or password unless this failure is due to circumstances beyond our reasonable control.

5. Provision of Service

Market Harborough Building Society undertakes to provide the You-View service in good faith and will use its best endeavours to make the service available on a continuous basis. However, the Society cannot accept responsibility for any inconvenience caused should the service be unavailable due to abnormal and unforeseeable circumstances beyond our control, the consequences of which are unavoidable. Transaction requests cannot be accepted by telephone.

The service is available on joint accounts only where the parties have previously agreed that either party may make withdrawals from the account. It is not available to clubs, associations or corporate bodies.

We shall be entitled to terminate or suspend our service to you if we have reasonable grounds to believe that you have attempted to gain access to our programs, or to accounts of other customers, or have attempted to introduce any viruses into our systems. We will inform you in writing as soon as practical, giving our reasons, if we decide to do this.

6. Withdrawals and Transfers

Once you have confirmed a withdrawal by submitting the security information requested, your consent to the transaction will be deemed to have been given. Consent can be withdrawn at any time prior to the transaction date, using the Pending Requests menu in You-View.

Withdrawal and transfer requests received before 2 p.m. on a Working Day will be processed on the same day. Requests received after that time, or not on a Working Day, will be deemed to have been received on the following Working Day. Where cheque withdrawals are permitted by the account type conditions cheques will be made payable to the account-holder. All account holders' names will appear on cheques drawn from joint accounts.

Electronic withdrawal requests can be carried out in two ways:

- (a) Electronic Payments
Electronic payments will normally be credited to the destination account on the same Working Day that the withdrawal request is received or deemed to have been received by us (see detail above in relation to instructions received after 2pm). There is no charge for this service.
- (b) Internal Transfers
Transfers to any other account held with us will be credited on the day on which the instruction was received or deemed to have been received by us (see detail above in relation to instructions received after 2pm).

Bank accounts that you nominate to receive withdrawal payments must be operated in the UK and have valid UK sort codes and account numbers. They should be personal accounts held in your name. Withdrawal requests will not be accepted until nominated accounts have been validated by the Society. Customers should allow three Working Days for this process to be completed after the required proof of ownership of the bank account has been received by the Society.

We shall be entitled at any time to refuse to act on instructions given via the internet, or to ask you to confirm them in writing, if for any reason we think they were not given by you or were not clear. We will inform you in writing as soon as practical, giving our reasons, if we decide to do this unless we are prevented from doing so for legal reasons or where it would compromise our reasonable security measures.

7. Deregistration

You may at any time ask us to end your registration as a You-View user by giving us one month's notice (but note that for Onthedot accounts You-View is the only means of access to funds). We will not charge you for doing this.

8. Suspension of the Service

We can, at any time, stop you from using the You-View service to make payments from your account. We will only stop the use of the service under this Condition 8 where:

- (a) we are concerned as to the security of the continued use of the service; or
- (b) we suspect fraud or unauthorised use of the service.

We will inform you before, or where this is not possible immediately afterwards, that we have stopped your use of the service unless we are prevented from doing so for reasonable security reasons or because it is unlawful. This notice will be provided to you by letter, e-mail, secure message or other personal notification.

9. Closure of Accounts

Only Onthedot accounts can be closed via You-View. For all other accounts the passbook must be produced to the Society with written authority in order for the account to be closed.

10. Changing these Terms and Conditions

These terms and conditions remain in force for as long as you are registered as a user of You-View and continue to hold an account with the Society, or until we notify you of a change.

Changes may include the removal of or amendment to conditions or the inclusion of new conditions, and may be made if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- (a) to take account, in a proportionate manner, of changes in the general mortgage and saving account practice of banks and building societies offering similar services including the terms on which they offer similar products;
- (b) to take account, in a proportionate manner, of changes in the costs we incur in providing the services and facilities available on your account (including changes in technology) because of:
 - the reasonable steps we have taken to change our systems for managing those services and facilities; or
 - reasons outside our control;
- (c) to give extra benefit to customers (including making the terms of accounts easier to understand);
- (d) to take account of, in a proportionate manner, changes in the law, decisions of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
- (e) to correct errors, where it is reasonable to do so;
- (f) to take account of changes in technology or security design.

For savings accounts, if the change relates to any of these terms and conditions dealing with the making of automated payments on your account we will give you two months' personal notice of any change. If you do not accept the change you will not be able to make or receive these payments into or out of your account. Where you notify us that you do not accept the change we will take this as notification that you no longer wish to make or receive automated payments on your account. If you later ask us to make an automated payment from your account you will be deemed to have accepted the change.

For any other change to these terms and conditions the following provisions apply:

- (1) where the change is to your advantage the change will be made immediately and will be publicised on our website and in our branches within 30 days of the change;
- (2) if the change is to your disadvantage we will give you personal notice at least 30 days before the change is to take effect. For savings accounts:
 - (a) if we require you to give notice before making a withdrawal or restrict the amount you may withdraw and/or the number of withdrawals you may make in any period, then from the date we sent the notice of the change you will have a minimum of 60 days, or if greater, a period equal to the notice period, to close your account without notice or loss of interest and without paying any fees or charges for withdrawal that would otherwise be due;
 - (b) if your account is for a fixed term any change notified to you will take effect at the end of the fixed term, and you will be deemed to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the fixed term. If you notify us that you do not accept the

change, we will take this as notification that you wish to close your account at the end of the fixed term.

We reserve the right to terminate our contract with you in accordance with our General Savings Account Terms and Conditions.

11. Technical Requirements

In order to use You-View you must have browser software that is compatible with our system. If you are unsure about the system you use we will do our best to advise you.

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