

Unity Trust Bank - End User Licence Agreement

Effective from 10 July 2024

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Before using our Online Banking service, you should carefully read this document.

This End User Licence Agreement (“**EULA**”) is an agreement between Unity Trust Bank plc (“**Unity**” or “**us**” or “**our**”) and you for your use of our Online Banking service and some of the services available using that platform.

Details of how to make payments using Online Banking and the terms and conditions for making payments are contained in the [General Terms and Conditions](#) and any Product Specific Terms that apply to your account. These terms in this EULA apply in addition to the General Terms and Conditions, if there is any inconsistency with the General Terms and Conditions, the terms in this EULA will take priority.

By accessing Online Banking via our website, you agree to the terms of this EULA.

1. What you can do with Online Banking

1.1 The Online Banking service allows you to manage your accounts online. With this service, you can do things such as:

- View and manage your accounts.
- Access and update your information.
- Send money within the UK, including setting up standing orders.
- Send and receive secure messages about your account.

A full list of services available can be found at www.unity.co.uk/service-information

2. Registering for Online Banking

2.1 To use Unity's Online Banking service, you will need to register a telephone number and have this phone available before and whilst logged in to Online Banking. You can access Online Banking via our website.

2.2 When registering for the use of the Online Banking service, each person authorised by you to use the service will be issued with a unique username and password. Access to the Online Banking service will be dependent upon you providing the security information we request.

2.3 You can grant your authorised users with the following levels of access to your account(s):

- **View-Only Access:** Users can only view information and no transactions can be submitted.
- **View and Submit Access:** Users can view information and submit Faster Payments subject to authorisation in accordance with the account mandate.
- **View, Submit and Authorise:** Users can view information, submit Faster Payments and depending upon your account, authorise transactions where the account mandate requires two or three authorised signatories on your account for approval purposes.
- **Authorise Only Access:** Users cannot view account information but can authorise specific transactions.
- **Administrators Access:** Users can register for our Bulk Faster Payments product, amend individual users' payments limits and view full user information for the relevant account (i.e., view all users, their authority levels, and their relationship to the account mandate).

- 2.4 Some features of Online Banking may not be available on all computers, mobile devices or operating systems.
- 2.5 Access may also be limited by external factors for which we are not responsible such as the location from where you are attempting to access your account or network speed.

3. Acting with your instruction

- 3.1 You authorise us to act on all instructions received via the Online Banking service in respect of your account (as long as the relevant procedure for authorising a transaction or instruction, as set out in this agreement, has been followed), and to debit your account with the amount of all transactions initiated through the Online Banking service.
- 3.2 We reserve the right not to act on any instructions subject to the [General Terms and Conditions](#).

4. Using our online Banking service

- 4.1 Once you and / or your authorised user(s) are registered to use the Online Banking service, you can access Online Banking via our website. Online Banking is suitable to use on any device including mobile phones.
- 4.2 You or your authorised user(s) must ensure that the device you or your authorised user(s) use for Online Banking remains fully operational and that you take all reasonable measures to keep it virus free.
- 4.3 You and / or authorised user(s) must have a compatible device running a compatible Online browser in order to use Online Banking and to receive notices and information from us through this service. If the device does not meet our requirements, access and use Online Banking services may not be available. To ensure compatibility with our Online Banking service, please ensure you keep your devices and operating systems up to date. For more information, please contact our support team.
- 4.4 You or your authorised user(s) may be able to access different functions and features of the Online Banking service depending on the different accounts hold with us and on the level of permissions provided to the authorised user(s).

5. Things you and your authorised users must not do

5.1 It is your responsibility to ensure you and your authorised users use the Online Banking service in an appropriate way. You must ensure you and your authorised users **don't**:

- Use it for anything illegal or inconsistent with this EULA or the General Terms and Conditions.
- Try to copy, reproduce, modify or tamper with it in any way.
- Use it on a device or computer which contains or is vulnerable to bugs, malware, spyware, trojans, viruses, worms or other malicious coding and damaging properties or which does not have up to date anti-virus, anti-spyware software, firewall and security patches installed on it.
- Use it in a way that could damage or affect our systems or security, or stop it from working on our systems, interfere with other users, or restrict or inhibit anyone else's use of Online Banking (including when uploading files to make Bulk Faster Payments).
- Collect any information or data from us or our systems or try to decipher any transmissions to or from the servers running any of the functions provided by the Online Banking service.
- Install or upload any malicious files or software on our systems or servers.

6. What are we responsible for?

6.1 We'll use reasonable skill and care to protect the integrity and security of our Online Banking service, by incorporating such security features as we deem necessary to ensure it doesn't contain viruses or anything else that could cause damage. We won't be responsible to you for loss or damage to your device or software for reasons beyond our control

6.2 We won't be responsible:

- for any loss or damage you may experience due to temporary outages, occasional repairs, updates, maintenance, or permanent removal of services that may cause all or part of the functionality and features of Online Banking to be unavailable.
- For any equipment, software or user documentation which someone other than us produces for use with Online Banking.

- For any service you or your authorised users use to access Online Banking or which is accessed through Online Banking which we don't control.
- If you or your authorised users are unable to access Online Banking.
- If you or your authorised users use Online Banking outside the UK, we won't be liable to you or them if this doesn't comply with any local laws.

7. Update and availability

- 7.1** You can use Online Banking at any time, but sometimes we may need to make updates, changes and improvements which may mean some of the features may be slower than normal or some or all of the services will be temporarily unavailable. We may also need to do this for security, legal or regulatory reasons, or due to unusual events beyond our control. We won't be liable to you for the Online Banking service being unavailable in these circumstances, and you will still be able to give us instructions and access your account through other channels.
- 7.2** Should Online Banking be temporarily unavailable, for example to carry out routine maintenance or repair a system failure, wherever possible, and whenever we have prior knowledge, we will try to inform you. This may include notifying you on our website.
- 7.3** We may restrict or withdraw access to Online Banking for any of the reasons set out in the [General Terms and Conditions](#). These include:
- if we reasonably believe the security of your security details and your account is at risk.
 - Due to suspected unauthorised or fraudulent use of your security details or payment device.
 - We reasonably believe there's a significantly increased risk that you may be unable to repay money you owe us (for example, if you go over your account overdraft limits).
 - If you stop using your account(s) for an extended period of time.
- 7.4** We may block access to Online Banking if your users try to access it from a country that is subject to sanctions (even if they're only there for a short period of time).

8. If something changes

- 8.1 You must tell us immediately if any authorised user ceases to be so authorised. You can tell us by telephone immediately to be confirmed in writing, signed in accordance with your mandate with us. You must not permit any user ID or password to be passed from any authorised user who is to cease being so authorised, to any individual who is to become a new authorised user.
- 8.2 If you want to authorise any additional user(s) to use the Online Banking service to access the account(s) you hold with us, you must send us a signed Online Banking registration request using our Account Management form which is available on our website. These authorised users will provide personal security information and a confidential password to access the service.
- 8.3 You may terminate your use of the Online Banking service by advising us in writing and signed in accordance with your mandate. The termination will not be effective until we have actioned and confirmed your instruction.
- 8.4 We will process all authorised transactions made by an authorised user up to and including the day their access to the Online Banking service ends.

9. Staying secure in Online Banking and other electronic services

- 9.1 We'll do all we reasonably can to prevent unauthorised access to your accounts through Online Banking.
- 9.2 You must ensure you take the precautions set out in our [General Terms and Conditions](#) for protecting the security of Online Banking. In particular, you must not share your log-in details or password. You must ensure that an authorised user must not allow anyone else to access or use his/her username, password or pin (other than an authorised third-party provider).
- 9.3 If any authorised user(s) suspect(s) that someone else knows their security details, or, if they find out any breach in the use of the Online Banking service, they must notify us immediately or you may be liable for any unauthorised transactions.
- 9.4 You can find more guidance on preventing misuse of your accounts through Online Banking and on our website unity.co.uk/security.

10. Suspending and ending your use of Online Banking

10.1 This EULA will continue in force indefinitely until either:

- you tell us that you no longer want to use our Online Banking service under clause 10.2.
- We will end or suspend your use of our Online Banking in accordance with clauses 10.3 and 10.4 respectively.

10.2 You can terminate this EULA at any time by the following methods:

- calling us on **0345 140 1000** and requesting this EULA be ended, and in which case we will action your request within 10 working days.
- Writing to us at either **Unity Trust Bank plc, PO Box 7193, Planetary Road, Willenhall WV1 9DG** or by email to us@unity.co.uk and requesting this EULA is terminated, and in which case we will action your request within 10 working days; or
- closing all your accounts with us, and in which case we will terminate access to Online Banking for you and all authorised users on your account as part of the account closing process.

10.3 We may end your use of our Online Banking service if:

- you no longer hold an account with us.
- You do not log in and use Online Banking within three months of first registering for it.
- You have not used Online Banking for over 13 months.
- Your actions or online activity breach the terms of this EULA or is otherwise in our reasonable opinion harmful to the Bank or other third parties.
- We reasonably believe that the device you use to access Online Banking poses any kind of threat to that service – for example, if it is infected with a virus or malware.

If we end your access to Online Banking for one of the above reasons, you may be able to re-register for Online Banking if you wish to use it in the future.

10.4 We may end or suspend your Online Banking access in some situations, in accordance with the **General Terms and Conditions**. We'll try to let you know before this happens and explain why, or if we can't, we'll tell you as soon as possible afterwards, unless the reason affects our security measures or if the law says we can't. Where we are able to do so, we'll restore your access once the issue is resolved.

11. Changes to you EULA

11.1 We may need to make changes to your agreement with us. For example, we may need to make changes to our Online Banking service, including to add or remove features or services. We can't predict everything that may affect the Online Banking service, so there may be other reasons for making a change. We'll only make changes if it's reasonable for us to pass the impact of the change onto you. Upgrades and changes to Online Banking might also mean you and your authorised users will have to update their browser or other software, or you may need to agree to new terms, to keep using Online Banking.

11.2 How and when we'll tell you about a change depends on the nature of the change:

- **When we will give you 30 day's notice:** We will normally give you 30 calendar days' notice before any change to this EULA. We will notify you of the change through Online Banking or by personal notice if we consider it appropriate to do so. The new terms and conditions and/or details of the amended services may be displayed on screen and you may be asked to read and accept them the next time you log in. Since we can give you notice of changes to the terms and conditions/ services within Online Banking itself we recommend that you log on at least every 14 calendar days.
- **When we will make the change without giving you advance notice:** We may change the layout, configuration or content of the Online Banking service, introduce new features, withdraw features, change the way that services are provided and/or introduce new services at any time. We can do this without giving you prior notice, provided these changes:
 - Do not have a serious adverse effect on the existing services we provide to you at the time of the change.
 - Do not change your legal rights under this EULA.

11.3 When we give you notice, we will send this electronically or by post, sometimes we'll include this with your statements. When we give you a personal notice about a change we'll also tell you the date the change will take place.

11.4 If there's a change that we don't have to tell you about in advance, we will give notice of the change on our website within three working days of the change. We may also advertise it in the press.

11.5 If you don't want to accept the change and want to end this agreement and close your account, you must tell us before that change takes place, subject to clause 10.2.

12. Personal Data

- 12.1** We use any personal data collected through your use of Online Banking in accordance with our Privacy Statement. We also use cookies to ensure the safety and security of the Online Banking experience.
- 12.2** You should review our Privacy Statement and Cookie Policy for more details about how we use your personal data, and cookies.

13. Applicable Law

- 13.1** This EULA is governed by English law and the language we'll use in this EULA and our communications will be English.
- 13.2** If you want to bring a claim against us in the courts, the courts of England and Wales will be able to deal with any questions relating to this EULA but if you live in another country, you can bring a claim in the courts which are local to you.

14. About us

- 14.1** Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register under number 204570.
- 14.2** We are registered in England and Wales with company registration number 01713124 and our registered office is at Four Brindleyplace, Birmingham, England B1 2JB.

This information is available to you at any time on our website.
Please read this important information carefully and retain it for future reference.

Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Unity Trust Bank, Four Brindleyplace, Birmingham B1 2JB. Registered in England and Wales no. 1713124. Calls are recorded and may be monitored for security, quality and monitoring purposes. U787_0224



For more information, visit www.unity.co.uk

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