



These Special Terms and Conditions relate to the Leek Online service (referred to as “Leek Online” in these Special Terms and Conditions). They are in addition to our Statement of Practice Investors, Savings Fees and Charges, Mortgage Conditions and Product Terms and Conditions for Savings Accounts and Mortgage Accounts. These are also in addition to our General Privacy notice. At the point at which you successfully enter your activation code you are bound by these terms and conditions.

1. General Access

- 1.1 We are committed to protecting your privacy and safeguarding your personal data during your visits to Leek Online and recognise our responsibility to keep the information you provide to us confidential at all times.
- 1.2 Information and personal data you give us will be used by us to open and manage your account. The information and personal data may be used by Leek Building Society and its subsidiaries for its own use in respect of marketing, business analysis or similar purposes. Your personal data and any marketing communications sent to you will be processed in accordance with the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (for so long as and to the extent that the law of the European Union has legal effect in the UK) and in accordance with our General Privacy Notice (<https://www.leekbs.co.uk/privacy/>) Leek Building Society will only retain your information for as long as you are a customer of Leek Building Society. We may keep your personal data in accordance with our General Privacy Notice. The reasons we may do this are:
 - a) to respond to a question or complaint, or to show whether we gave you fair treatment;
 - b) to study customer data as part of our own internal research, and;
 - c) to comply with rules that apply to us about keeping records.
- 1.3 We will retain the personal information that we need to keep even after the relevant contract you have with us has come to an end for up to 7 years for a savings account and up to 15 years for a mortgage to satisfy our legal and regulatory requirements.
- 1.4 If it is necessary to the running of your account, essential information about your account may be shared with external organisations such as credit reference agencies and authorities. This is so that we can provide you with products and services, run our business, and obey rules that apply to us.

2. Security

- 2.1 When you first request access to Leek Online you must choose a password and a memorable word. We will also issue you with a Username. These are known as your ‘Security Details’. We will ask you to confirm your identity when you first request access to Leek Online. After verifying your identity, we will issue you with a verification code by post to your registered postal address. You will not be able to operate your account online until you have received and entered your verification code.
- 2.2 Each time you access Leek Online we will ask you for your Username, your password, and a selection of characters from your memorable word so that you can prove, and we can authenticate your identity.



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- 2.3 Once registered for Leek Online you must always keep your Username, password, and memorable word 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 memorable information. 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 Leek Online.
- 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. You must then follow the online instructions for 'forgotten my security details' to re-enable use of the facility.

3. If you think someone knows your security details

- 3.1 If you think that someone else knows your password or memorable information, please let us know at once. You can email us at: savings@leekbs.co.uk or telephone 0808 281 9308.
- 3.2 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 Leek Online until you are able to change your Security Details.
- 3.3 In the event of the above then any liability by you will be determined in accordance with our Statement of Practice.

4. Access to our System

- 4.1 We shall be entitled to terminate, restrict, or suspend your access to our Leek Online 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) we must comply with a legal or regulatory requirement;
 - f) you have knowingly given us false information about yourself;
 - g) a systems failure has occurred at Leek Building Society, or;
 - h) for any other reason beyond our reasonable control.
- 4.2 If possible, we will contact you before suspending, restricting, or blocking access to Leek Online 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 Leek Online for your own use.
- 4.4 Leek 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. Leek Building Society will not be liable for any reason if the site is unavailable, for however long the period might be. We will not be liable to you if you suffer any loss in such circumstances because you are still able to contact us via other means, i.e., in person or by telephone. Please contact us if you're unable to use the service and we'll do our best to help.



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5. Communications

- 5.1 If we need to contact you about your use of Leek Online, 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 Leek Online cannot be used for:
 - a) matters that require immediate attention;
 - b) transactions that can be completed using Leek Online;
 - c) 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 change your email address or telephone number, you must update your details within Leek Online in order that our notifications can still reach you.
- 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.

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 Leek Online 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 Leek Online 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 Leek Online. 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 Leek Online on this basis.

7. Withdrawals

- 7.1 You can enable the online withdrawal facilities within Leek Online by providing us with details of a nominated bank account. This must be a valid UK bank account, in your own name, with a valid sort code and account number.
- 7.2 You can nominate your account via Leek Online at any time and we will update this once we have electronically verified the account belongs to you. If we are unable to verify this electronically, we may need to ask you to provide proof of this before your request can be completed. 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.



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- 7.3 There is a maximum daily £25,000 withdrawal limit, per person, per day.
- 7.4 Payments are sent between the hours of 5am and 10.30pm Monday – Friday, not including UK bank holidays. Payments will normally be sent within 2 hours subject to security checks. You can make a withdrawal outside of the times above; we'll deduct the money from your account straight away and send the money to your nominated bank account at the next available opportunity. This will normally be on the next weekday that isn't a bank holiday.
- 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 Faster Payments System or Leek Building Society's systems.
- 7.8 We can refuse to make a payment or allow a withdrawal if:
- 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;
 - if you do not have available funds to make the payment or you have exceeded a limit that we have applied to your account;
 - the payment instruction is missing information required to make the withdrawal;
 - the account you want to pay is not included in the Faster Payments system - you can check this with us in advance;
 - we are required to do so by law or regulation, or;
 - 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 Leek Online system. Leek Online is not currently available:
- for companies, clubs, and charities;
 - for Deputies appointed under the Mental Capacity Act 2005, personal representatives or any other third party acting on a customer's behalf;
 - if we are unable to confirm your identity and/or current address, or;
 - to be accessed outside of the UK.
- 8.2 If you have a joint account then any one of you may use Leek Online but you must each use your own Username, password, and memorable word. To be able to use Leek Online your account must be set up so that any one of you can authorise a transaction or amendment to the account. Leek Online will not allow transactions if two or more of you are required to authorise a transaction jointly.



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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 Leek Building Society, an Independent Financial Advisor or other professional Advisors.
- 9.2 Leek Building Society will endeavor to make Leek Online 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 Leek 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:
- change or withdraw any part of Leek Online;
 - change your obligations in relation to security measures;
 - change any provision of these terms and conditions, or;
 - introduce charges for use of Leek Online.
- 9.5 A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days either by post, email, by notice on the Leek Online system or by secure messaging.
- 9.6 A change, which is to your disadvantage, will be effective only after at least 30 days written notice (either by post, email, by notice on Leek Online or by secure messaging) has been given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement).
- 9.7 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 months' notice of such changes. If this is not possible, we will give you as much notice as we reasonably can.
- 9.8 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.
- 9.9 By accessing any part of this site, you shall be deemed to have accepted these terms and conditions in full.

10. Deregistration

- 10.1 If you no longer wish to use Leek Online, you should let us know by secure messaging or in writing. We will aim to process your request within 1 working day after its receipt by us.

11. Complaints

- 11.1 If you are unhappy with Leek Online 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 are still dissatisfied, you may be able to contact the Financial Ombudsman Service. Further details on our complaints procedure can be found on our website (<https://www.leekbs.co.uk/contact/putting-things-right-if-we-get-things-wrong/>).