



Digital Services Terms & Conditions

Version V1 16/03/2020

GENERAL TERMS AND CONDITIONS

These Conditions are between 'you' (the member) and Glasgow Credit Union. They apply to the Digital Services (described below). In these Conditions when we talk about "Glasgow Credit Union" "we", "us" and "our" we mean Glasgow Credit Union, with Registered Office 95 Morrison Street Glasgow G5 8BE.

1. What are Digital Services?

These Terms and Conditions ("Conditions") cover use of the following services provided by Glasgow Credit Union

- 1.1.1 Online Account Access; and
- 1.1.2 Our Mobile App.

1.2 In these Conditions we use the term "Digital Services" to cover all of the above and each one is a "Digital Service".

1.3 The terms set out in these Conditions apply to all Digital Services.

1.4 These Conditions work alongside the terms and conditions for the account or product which we allow you to use with the Digital Banking Services (e.g. the terms for your savings account or personal loan). We refer to those terms as the "Product Conditions".

1.5 You can find copies of your Product Terms and Conditions on our websites. You should read these Conditions carefully before accepting them. You may wish to print them and keep them safe for future reference.

1.6 A copy of these Conditions will be available on our website. If you've any questions about these Conditions, please contact us. You can get in touch by calling us on **0141 274 9933**.

2. Who can use the Digital Services?

2.1 To use any of the Digital Services you must have a product with us which we agree can be used with the relevant Digital Service.

2.2 To use the Online Account Access you must be at least sixteen (16) years old.

2.3 To use the Mobile App you must be at least sixteen (16) years old.

2.4 To use Digital Services for our Loan products you must be at least eighteen (18) years old.

2.5 To use the Mobile App you must have a compatible mobile phone and/or tablet to access the full range of features (in these Conditions we call these "Devices"). We may restrict access to the Digital Services if we believe you are not using a compatible device.

2.6 To use the Online Account Access you must access this on a computer running the appropriate operating systems and software. We may restrict access to the Digital Services if we believe you are not using appropriate systems.

2.7 To receive SMS Alerts you must have a UK mobile number starting with 07. You are responsible for advising us of any change to your mobile number.

3. Keeping your Account Safe

3.1 When you set up any Digital Service to keep your account secure you will need to set up security passcodes, passwords and similar. In these Conditions we call these your "Security Details". If our systems have checked your identity by verifying your Security Details, we will assume that we are dealing with you and that you have agreed to us disclosing information to you.

3.2 Except where you are logging or signing into a Digital Service, we will never ask you to tell us your Security Details (e.g. by calling you or emailing you) so please don't share them with anyone.

3.3 You agree:

3.3.1 not to give your Security Details to anybody (even if it looks like we may have asked you for them);

3.3.2 not to write down your Security Details in a way that they could be understood by anyone else;

3.3.3 to make sure no-one else sees you enter your Security Details when you are using a Digital Service;

3.3.4 to follow all instructions or "Alerts" (such as emails, push notifications and SMS messages) which come from us; and

3.3.5 to check your account records carefully.

3.4 You must tell us immediately if:

3.4.1 someone else knows your Security Details (or you think they may do);

3.4.2 you see any mistakes or unauthorised payments in or out of your account;

or

3.4.3 you think someone else has or has tried to get into your account.

3.5 If any of the above happens, you should change your Security Details:

3.5.1 for the Mobile App, from within the Mobile App using another registered device;

3.5.2 for Online Account Access, by using the options on the website; and

3.6 You must call us as soon as you can if your mobile, tablet, laptop or computer that you use with a Digital Service (or which syncs to your Device) has been lost, stolen or

fraudulently accessed.

3.7 We may ask you to change your Security Details for operational or security reasons.

4. Charges

4.1 We do not charge you to use the Digital Services however there may be other fees imposed by your communications services (e.g. telephone, mobile network or Wi-Fi provider) for using the Digital Services and receiving Alerts whether in the UK or abroad.

4.2 Furthermore, any charges in respect of the product(s) you have are detailed in your Product Terms and Conditions.

5. Automated Payments

5.1 You can instruct us using the Digital Services to transfer money between any of your Glasgow Credit Union accounts that can be used on the relevant Digital Service or to make automated payments on your behalf. You are responsible for all the instructions authorised by you using the Digital Services as well as those made by another person with your knowledge or consent. For further details on payments and transfers please refer to your Product Terms and Conditions.

6. Availability and Functionality

6.1 Wherever possible, we will ensure the on-going confidentiality, integrity and resilience of our systems and services subject to 6.2 below.

6.2 You can usually use the Digital Services at any time but sometimes repairs, updates and maintenance on our systems and those of our suppliers may mean that some of the features may be slower than normal or temporarily unavailable. We won't always be able to let you know when a Digital Service is not available and we won't be responsible for any losses you suffer as a result of such unavailability or where the Digital Service is not working properly for other reasons outside of our control.

6.3 If a Digital Service is not available it's up to you to use other ways to make your transactions or obtain/ give information to us (e.g. by calling us).

7. If you didn't authorise a payment

7.1 Unauthorised, incorrect or failed payments from an account or product you use with the Digital Services will be dealt with as set out in the relevant Product Terms and Conditions.

7.2 If unauthorised payments are made from your account and you have failed:

7.2.1 to keep your Device or Security Details secure (in the ways mentioned in the "Keeping your account safe" section above); or

7.2.2 to tell us as soon as possible on becoming aware that your Device or Security Details have been compromised or misused,

we won't refund any payments and you may be responsible for all losses that were made before you tell us that the Device or Security Details have been compromised or misused.

8. Changes in the Digital Services/ Conditions

8.1 When you sign up for a Digital Service you must accept the Conditions for using that Digital Service.

8.2 The Digital Services may also be updated in a way that makes a change to these Conditions. If that happens you'll be notified at least one month before the change is made, unless it has to be changed sooner to meet a regulatory requirement (such as any law, rules made by the Financial Conduct Authority, Prudential Regulation Authority or other regulatory body, a decision made by a court, ombudsman or similar body, or any industry guidance or codes of practice we have to comply with). You will be notified of any such changes via email or SMS.

8.3 If you don't agree to the changes, you can stop using the Digital Service whenever you like. Unless you choose not to accept the change and stop using the Digital Service before the change is made, or if you continue to use the service after the change, we will assume you've accepted this.

9. Removing access to Digital Services

9.1 We may stop you using a Digital Service immediately if:

9.1.1 your account or the Digital Service is at risk;

9.1.2 we suspect there's unauthorised or fraudulent use;

9.1.3 there's a risk that you won't be able to repay any credit you've been given;

or

9.1.4 we consider that there is a risk you may use the Digital Services against the interests of the credit union or its members.

9.2 If you are stopped from using a Digital Service, we'll aim to tell you beforehand or as soon as possible afterwards. You will be notified via email or SMS.

9.3 We may stop you from using a Digital Service (and cancel this agreement) for any other reason by giving you one month's notice in writing.

9.4 We may remove your access to a Digital Service immediately if:

9.4.1 You are made bankrupt or you enter into a voluntary arrangement with the people you owe money to;

9.4.2 you seriously or persistently breach these Conditions;

9.4.3 we reasonably believe that someone else may have rights over funds in the account or there's a dispute; or

9.4.4 your account is closed or if you no longer have a product covered by the Digital Service.

9.4.5 We reserve the right to process or cancel any transactions in progress on termination of your right to use the Digital Services or on suspension or withdrawal of the Digital Services. We are not responsible for any loss you may incur as a result of any transaction not being processed as part of the Digital Services after termination or after any suspension or withdrawal of the Digital Services. When your membership of the credit union is terminated, you should uninstall the Mobile App from your phone or mobile device, thus discontinuing using these Digital Services.

10. Jailbroken Devices

Unauthorised modifications to your devices' operating system(s) can bypass security features and can cause numerous issues to the hacked device, including Security vulnerabilities; Instability; Unreliable connections or delayed or inaccurate location data; Disruption of services; Inability to apply future software updates.

Glasgow Credit Union strongly cautions against installing any software that hacks your devices' operating systems. Any user who makes modifications to a device which is not authorised by its manufacturer will be in breach of Glasgow Credit Union's webservices terms and conditions and Glasgow Credit Union will not be liable for any loss resulting from use of our webservices on a device operating unsupported or unauthorised software.

11. Your right to cancel

You can cancel this agreement without charge at any time by calling us on **0141 274 9933**.

12. Other Information

11.1 You are not able to assign or transfer your rights or obligations under these Conditions unless we agree to it. We may at any time assign or transfer all or part of our rights and/or obligations under these Conditions (including our right to payment of any money you owe) to any person. We can also disclose information held about you to such a person as far as reasonably necessary to help with the actual or potential assignment. Your rights under these Conditions and your legal rights will not be affected and the Scottish courts shall have exclusive jurisdiction.

11.2 We can enforce these or any other rights at any time, even if we haven't insisted on enforcing them in the past.

11.3 Scottish law will apply to the contract between us.

11.4 These Conditions are written and available only in English and you'll be communicated with in English regarding these Conditions and the Digital Services.

11.5 Glasgow Credit Union is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FRN is 213558.

13. Your personal data

We are registered with the Information Commissioners Office (ICO) as a data controller and are conscious of our duties under applicable data protection legislation. Please refer to our Privacy Policy which can be found on our website and by clicking on the following link <https://www.glasgowcu.com/privacy/>

By agreeing to be bound by these Terms and Conditions, and by using the Digital Services you are consenting to us collecting and retaining certain personal data about you. We cannot guarantee the confidentiality of information relating to you that is communicated by mobile. By installing the Mobile Application and benefiting from any

of the Digital Services / information available via the Application, you are bound by the Terms and Conditions and accept that mobile communications may not be free from interference by third parties and may not remain confidential. In all circumstances, the use by you of the Mobile App is at your own risk.

Our provision of the Mobile App complies with the data protection requirements as a data controller. Your mobile communications service provider may for legal reasons have to retain the content of mobile phone messages for a specific period. This will be contained in your agreement with your service provider.

Complaints

If you wish to make a complaint, there are several ways to do this -

By phone: Call us on 0141 274 9933.

Online: Complete our online [form](#). Please fill in the requested details and press submit, and you will receive a call back as soon as possible.

In person: Visit the office and speak to a member of staff;

In writing: To Glasgow Credit Union, 95 Morrison St, Glasgow, G5 8BE.

What happens next?

We'll record your complaint and do all we can to resolve it as quickly as possible. We always aim to achieve a same business day resolution for all complaints.

In the event a same day solution is not achievable, you will be notified (verbally or in writing) within 72 hours.

If 72 hours is not achievable, you will be notified again of an 8-week timescale to issue a final response.

If you're still not happy: If we can't put things right to your satisfaction, you can ask the Financial Ombudsman Service to look at your complaint – provided you have tried to resolve the matter directly with us first. We hope you won't need to contact the Financial Ombudsman Service but if you do, further information can be found on our website in the Complaints section.