

## cahoot online banking service terms and conditions

**1. Introduction**

This document contains the **conditions** applicable to **our online banking services** (the “**services**”). These Conditions are in addition to the **cahoot general and product specific terms and conditions**. If there is a difference between a condition in these **conditions** and the **cahoot general and product specific terms and conditions** in respect of **your** use of the **services**, the condition in these **conditions** is the one that shall apply. If there is a difference between a condition in these **conditions** and in the **cahoot general and product specific terms and conditions** in respect of other aspects of **your cahoot account**, the condition in the **cahoot general and product specific terms and conditions** is the one that shall apply.

**Our legal information** webpage at cahoot.com contains conditions which will apply to **your** use of the **services** in addition to these **conditions**. If there is a difference between a condition in these **conditions** and a condition in **our legal information** webpage in respect of **your** use of the **services**, then the condition in these **conditions** is the one that shall apply.

Please read these **conditions** carefully, print them and keep them in a safe place as **you** may want to refer to them in the future, although **you** can request all appropriate information together with a copy of these **conditions**, the **cahoot general and product specific terms and conditions** and full details about the **services** at any time via **our** website or **our telephone banking** service.

**2. Meaning of words**

In these **conditions**:

**account terms** means the terms and conditions applicable to **your cahoot account** and includes the **cahoot general and product specific terms and conditions**;

**agreement** means the **agreement** you enter into with **us** which comprises these **conditions**, **your account terms**, and the **legal information** webpage;

**alerts service** means the text alert and email service described in these **conditions** and which **we** provide as part of the **services** to enable **you** to access information relating to **your cahoot account**;

**conditions** means these **conditions**;

**cahoot account(s)** means any account that **you** hold with **us** (including any account which **you** hold jointly with somebody else) and which **we** allow **you** to register for or access for use of any **service**;

**equipment** means all such compatible equipment and devices, software, and communication lines (including public communication lines) used and required by **you** to properly access any of the **services**;

**instruction(s)** means any **instruction** which is given to **us** through any of the **services** using your **security details** (see condition 3 for **online banking service** below for an explanation of what type of **instruction** may be given through the particular **service**);

**legal information** webpage means the conditions of use which govern the use of **our website** and which can be found on **our website** at cahoot.com;

**one time passcode** or ‘**OTP**’ means the security function (details of which are set out in condition 8 security below);

**online banking service** means the **online banking service** which **we** provide to enable **you** to access information and give **us instructions** relating to **your cahoot account** by logging on at **our website** and includes any additional facility **we** add from time to time. Please refer to condition 3 below for more details;

**security details** means the **security** information which **you** will need to access the **online banking service** (details of which are set out in condition 3.3 below);

**service(s)** means the **online banking service**;

**telephone banking** is a service that lets **you** use the telephone to make payments from **your cahoot account**, get information, arrange other transactions and give **us instructions** relating to **your cahoot account**;

**we, our, ourselves** and **us** means cahoot.com;

**website** means the website address at cahoot.com;

**working day** means any day other than a Saturday, Sunday or English public holiday;

**you** and **your** means the person who registers for or activates any of the **services**.

**3. Online banking service**

3.1 The **online banking service** allows **you** to:

- a. obtain information relating to the balance and transactions on **your cahoot account**;
- b. instruct **us** to transfer money to and from **your cahoot account**;
- c. have access to the **alerts service** to obtain information relating to the balance and transactions on **your** chosen **cahoot account** via the different alerts available (see condition 7 below for more details). Full details of the **alerts**

**service** and which **alerts services** are currently available are set out in **our online banking website** and are available from our **telephone banking service**; and

d. use such other facilities as **we** may from time to time make available through the **online banking service**.

3.2 To access the **online banking service** you must have at least one **cahoot account** and activate **your** access via **our website** using the **security details** set out below. When **you** activate the **service** you will be asked to set up **your** unique image and phrase combination. **You** must do this before **you** can use the **service**.

3.3 **Your security details** for the **online banking service** will consist of a:

a. user name;

b. password;

c. security number;

d. a memorable image and phrase;

e. memorable information which **we** ask **you** to confirm (for example, place of birth); and

f. any other security requirements **we** may notify to **you**.

**We** reserve the right to change the **security details** **we** ask for without prior notification.

If **you** are a joint **cahoot account** holder, each person named on the **cahoot account** can register for the **online banking service**. Each joint **cahoot account holder** will have separate **security details** to access and use the **service**.

3.4 The **online banking service** is not available to anyone who is not a resident of the U.K.

3.5 Please refer to condition 6 for details on **instructions** via the **services**.

3.6 The **online banking service** may also offer various online services to its users. Such **services** may, for example, include targeted offers, online calculators, online application forms, online summary statements/information, product information, interest rates, email, instant messaging, text messaging and calendar facilities.

#### 4. Sharing your information

4.1 **We** are entitled to use and share information about **you** as authorised by **you** in the **cahoot account** application form at the time that **you** opened **your cahoot account** in accordance with **your account** terms and these **conditions**.

4.2 **We** may use information that **we** hold about **you** for assessment and analysis (including behavior scoring, market and product analysis and market research), to develop and improve **our** services to **you** and other customers and protect **our** interests. **We** may also use **your** information for market and product analysis in order to generate statistical reports. These reports are aggregated and will not contain any information that identifies **you**.

**We** may use information held about **you** for the purposes of providing the **services** and to provide **you** with information directly related to the **services** and **your** registration for use of any of the **services**.

4.3 Other than as provided above **we** will not divulge information provided by **you** for the purpose of registration of any of the **services** to any third party except where **you** have provided authority at the time **you** opened **your cahoot account**, via a separate agreement or where **we** are required to divulge such information by any applicable legislation, regulator or Court Order.

4.4 **We** will retain any information **we** hold about **you** after **your** registration for use of any of the **services** is deactivated or closed, or if **your** registration/activation request is declined or abandoned for so long as permitted for legal, regulatory, fraud and other crime prevention and legitimate business purposes.

#### 5. Specification and performance of the services

5.1 **We** may change the minimum specification **you** require to access any of the **services** and make operational changes to and alter the **services** currently available under the **services** at any time. **We** will always notify **you** of such a change by either placing a message on our **website**, or by text, email or by post. If a change in specification results in **your equipment** becoming incompatible with our banking **website** (cahoot.com) or the requirements of any of the **services** or in you being unable to perform all of the functions of the **services** previously performed, **you** are responsible for replacing or modifying **your equipment** so that **you** may properly access the **services**.

5.2 **You** are responsible for obtaining and maintaining **your equipment** and for ensuring that it is compatible with the particular **service** and that **you** are authorised to use **your equipment** where **you** do not own it or a third party has rights in relation to it (for example, third party software licenses). **We** have no responsibility or liability with respect to **your equipment**.

5.3 **You** must pay all telephone, internet service provider and other charges **you** incur in accessing and using the **services**. All telephone calls between **us** and **you** may be monitored to make sure that **we** carry out **your instructions** correctly and may be recorded for security, training and quality control purposes.

5.4 **We** cannot guarantee:

a. the speed with which **you** will be able to access and use any of the **services**;

- b. the speed with which **you** will receive **One Time Passcodes** or text and email messages under the **alerts service**;
- c. that **you** will have uninterrupted or continuous access to any of the **services**.

5.5 **We** shall use reasonable endeavours to keep the **services** free from viruses and corrupt files but due to the nature of the **services** (in particular the fact that the **services** may use the internet to communicate with **you**) **we** cannot guarantee that the **services** are free from infection by viruses or anything else with contaminating or destructive properties. **We** recommend that where practicable **you** 'virus check' information **we** send **you** through the **services**. **We** shall not be liable for any loss or damage **you** suffer if **your equipment** is infected by a virus or corrupt file unless such loss or damage is the direct result of **our** negligence or deliberate default.

## 6. Instructions

6.1 **We** will provide **you** with **instructions** and guidance for using the **services** within **our legal information**, security and privacy and online banking commitment webpages. When using any of the **services**, **you** must follow any **instructions** and adhere to any guidance **we** issue in respect of that **service**. **We** may vary **our instructions** and guidance at any time. **We** will tell **you** about changes either on **our website**, by text or email, or by writing to **you**. **You** should always check that **you** are complying with **our** most up to date **instructions/guidance**.

6.2 For security reasons, it is a condition of **your cahoot account** and of the **services** that **we** are satisfied of **your** identity. Accordingly, **we** will be entitled not to act on **your instructions** if **we** are in doubt as to **your** identity.

6.3 Whenever **you** use the **services** the use of **your security details** authorises **us** to act on any **instruction we** receive and provide the **service you** requested and **we** will treat **your** use of **your security details** as **your** consent to conduct any payment or other **instructions you** give using the **services**. If necessary such authorization shall allow **us** to debit **your cahoot account(s)** with any amounts **we** have paid or charges **you** have incurred in connection with any such **instruction**, even if the **instruction** has not been authorised by **you**. However, **your** liability for transactions carried out in connection **with instructions you** have not authorised will be limited in the manner described in **your account terms**.

6.4 **We** can delay, decline or reverse any **instruction** if:

- a. it involves a transaction which exceeds a particular value or other limit which applies to **your cahoot account** or to the particular **service** selected;
- b. **we** reasonably suspect that the transaction might be unlawful or might be associated with unlawful, criminal, fraudulent or terrorist activity;
- c. **we** reasonably believe or suspect that by carrying out the transaction **we** might breach a legal or other duty that applies to **us**;
- d. the circumstances set out in **your account terms** so provide; or
- e. **you** are in breach of any term or condition of the **agreement**.

In these circumstances, **we** will not be liable to **you** if **we** delay or refuse to carry out any transaction.

If **we** refuse to allow **you** to make any payment from **your cahoot account we** will tell **you** the following by the end of the next **working day** after the day **we** receive **your** withdrawal or payment request:

- a. that **we** have done so;
- b. if possible, the reason why **we** refused; and
- c. if **you** think **we** have based **our** decision on mistaken information, how **you** can ask **us** to rectify that mistake.

**We** will not tell **you** that **we** are refusing a payment or withdrawal if the law prevents **us** from doing so.

6.5 **We** will take all reasonable steps necessary to either stop, reverse or modify a transaction carried out using a **service** in accordance with **your account terms** if **you** ask **us** to (**we** may ask **you** to confirm **your** request in writing). **We** cannot guarantee that **we** will be able to comply with **your** request because the transaction may have already been processed. **You** must pay **our** reasonable charges incurred in respect of **your** request.

6.6 For unauthorised, incorrect and failed payments, please see **your account terms**.

6.7 **You** must make sure that **your instructions** and any information **you** give to **us** is accurate and complete. If **you** do not and **you** suffer a loss **we** shall not be liable. It is therefore important that **you** take care when issuing any **instruction(s)**.

6.8 **We** may place messages or directions on **our website**, or send them to **you** by text, email or by post (including notices of changes to the **services** and changes to these **conditions**). **You** should check **our website** regularly for such messages or direction. It is **your** responsibility to ensure that **you** update **us** on any changes to **your** email address or **your** mobile phone number.

## 7. The alerts service

7.1 By activating the **online banking service you** will automatically have access to the **alerts service**. If **you** want to register for the **alerts service** then **you** must provide **us** with a valid mobile phone number and/or a valid email address registered with a recognized UK network provider.

7.2 **Our alerts service** helps **you** to manage **your cahoot account(s)** whereby **we** send information about **your cahoot**

account(s) by text and/or email messages.

- 7.3 The **alerts service** allows **you** to:
  - 7.3.1 obtain information relating to the balance and transactions **on your cahoot account(s)** via the different alerts available;
  - 7.3.2 use such other facilities as **we** may make available through the **alerts service**. Full details of the **alerts service** and which alerts are currently available are set out on **our online banking website** and are available at **cahoot.com**.
- 7.4 If **you** are a joint account holder, each person named on the **cahoot account** can register for the **alerts service**. Each joint account holder will use the **alerts service** independently.
- 7.5 If **you** register for the **alerts service** **we** will send **you** alerts and information about **your cahoot account(s)** to **your** registered mobile phone or email address by text, email or both as requested by **you**. **We** will only send **you** each text or email once. If **you** delete a text or email **we** cannot send it again.
- 7.6 **You** can cancel text or email alerts or use of the **alerts service** altogether by logging onto **our online banking service** and selecting the relevant options.
- 7.7 **We** cannot guarantee the speed with which **you** will receive text alerts or email messages (as it will depend upon factors such as the number of people using the mobile phone network) or that **you** will have uninterrupted or continuous access to the **alerts service**.
- 7.8 **We** may make operational changes to and alter the **services** available under the **alerts service** at any time. **We** will notify **you** of material changes, either by email, text alert or by notice on **our website**.
- 7.9 The **alerts service** can normally be used at any time. If **we** need to carry out maintenance or improvement work to the **alerts service** or if **we** are required to do so by circumstances beyond **our** control **we** may have to withdraw or suspend the **alerts service** so that it ceases to be available to any of **our** customers. If **we** do this, **we** will give **you** prior notice by either sending **you** an email, text alert or by notice on **our website**. **We** may be unable to give **you** prior notice if the maintenance or repair work is urgent and important or due to circumstances beyond **our** reasonable control.
- 7.10 **We** are not responsible if the **alerts service** is unavailable at any time or if **you** do not receive any text alert or email message promptly, or at all, where this is due to:
  - 7.10.1 reasons outside **our** reasonable control (for example **your** mobile phone being out of network coverage); or
  - 7.10.2 reasons within **your** control for example **your** mobile phone or other mobile device being switched off (or **you** not logging into **your** emails) or **you** changing **your** mobile phone number or **your** mobile device network provider.
- 7.11 If **we** do not send a text alert or email alert or if a text alert or email alert is inaccurate, **we** will only be responsible for any charges **you** incur on **your cahoot account** which **you** could otherwise have avoided.
- 7.12 All balances in any text or email will be correct as at the date and time stated in the text or email and are subject to possible readjustments. Any balance shown refers to the actual balance on **your cahoot account** and may include transactions that are still being processed and so may be subject to change. It may not include any overdraft that **you** have.
- 7.13 For security reasons you should always follow the relevant security guidelines set out in condition 8 below and in **our website** following the links to **legal information**, security and privacy and online banking pages.
- 7.14 **We** may close **your** use of the **alerts service** at any time. If **we** decide to do this, **we** will wherever possible give **you** at least 60 days' written notice (including email or text alert) unless there are exceptional circumstances, for example, **we** believe **you** are no longer eligible for the **cahoot account** or the **alerts service**; **you** have given **us** false information or have otherwise acted dishonestly in **your** dealings with **us**; **you** or someone else are using the **cahoot account** illegally or fraudulently; **you** have acted abusively or violently towards **our** members of staff; or **you** are seriously or persistently in breach of these **conditions**.
- 7.15 **Your** use of the **alerts service** will end automatically if **you** close all of **your cahoot accounts** or if **you** no longer subscribe to **our online banking service**.

## 8. Security

- 8.1 The **One Time Passcode**
  - 8.1.1 The **One Time Passcode (OTP)** is an added security function integral to **your** use of **the services**. For the **OTP** to operate **you** must have registered **your** mobile phone number with **us** in respect of **your cahoot account(s)**. The registered mobile phone must be able to receive calls and text messages.
  - 8.1.2 If **you** do not register a mobile phone number with **us**, **your** access to the **online banking service** may be limited; for instance, **you** will not be able to set up new payees.
  - 8.1.3 **You** will be sent a text message containing a unique **OTP** to the mobile phone number registered with **us** for use of the **OTP** function. This **OTP** and associated information contained in the text will allow **you** to verify and complete certain transactions when using a particular **service** in conjunction with **your cahoot account security details**. This **OTP** can only be used once per transaction and will expire as soon as **you** use it or if **your** session using a particular **service** is ended before the **OTP** is used. The **online banking service** will prompt **you** when a separate **OTP** is required.

- 8.1.4 Repeated failure to use the correct **OTP** will prevent **you** from completing the transaction.
- 8.1.5 If **you** are sent an **OTP** to **your** mobile phone but do not receive it (after checking that **you** have mobile reception), **you** can request a new **OTP** by requesting the transaction again.
- 8.1.6 Whenever **you** use the **OTP** function **you** must take all reasonable precautions to prevent anyone else from accessing **your** confidential information including the **OTP(s)** that will be sent to **you**. **You** must never disclose **your OTP** verbally to any individual even if they claim to be **our** employee or agent or the Police.
- 8.1.7 **We** will only ever send **you** an **OTP** when **you** have requested specific transactions or changes to **your cahoot account(s)** whilst using the **services** or **we** need to verify **your** identity.
- 8.1.8 In requesting to use the **OTP** service function **you** agree that **you** will notify **us** as soon as possible should any of the following occur, by telephoning **0800 587 1111** or **+44 1908 937 222** if calling from overseas:
- your** registered mobile phone number changes;
  - your** contract with **your** mobile phone network operator ends;
  - you** suspect that someone else knows **your security details**;
  - your** registered mobile phone is lost, stolen or no longer under **your** control. **You** also agree that **you** will notify **your** mobile phone network provider if **your** registered mobile phone is lost, stolen or no longer under **your** control.
- 8.2 If **you** change **your** mobile phone number **we** will send a text message to the original mobile phone or device number confirming that **your** details have been updated. If **you** receive a text message on **your** original mobile phone or other mobile device number informing **you** of a change, and **you** did not instruct **us** to make a change, **you** should contact **us** immediately on **0800 587 1111** or **+44 1908 937 222** if calling from overseas. This line is open 8am to 8pm Monday to Friday and 9am to 5pm on Saturday.
- 8.3 **You** must:
- memorize **your security details** and securely destroy anything containing **security details** as soon as **you** receive it. When **you** set or change **your security details**, **you** must ensure these cannot be easily guessed, e.g. do not use **your** date of birth for your password or security number. Never write down or record **your security details** in a way that they could be understood by anyone else. Never allow anyone else to use **your security details**;
  - not quote the **security details** when **you** contact **us** unless **you** are providing the information to **us** in response to questions **we** ask as part of **our** security procedures when **you** call **us**. When **you** give any **security details** over the phone, **you** must make sure that **you** cannot be overheard. Neither the Police nor **us** will ever contact **you** to ask **you** to reveal **your security details**;
  - never disclose **your security details** by email. If **we** send **you** an email **we** will address it to **you** personally and, as an added security measure, **we** will always include the last three digits of **your** postcode at the top of any email **we** send **you** or quote the last four digits of **your cahoot account** number in order to identify **ourselves** to **you** so **you** can be sure it is a genuine email. If **you** receive a suspicious email please do not open it or click on any links contained within it, instead report this immediately by forwarding the email to [phishing@cahoot.com](mailto:phishing@cahoot.com);
  - always access **our online banking service** via **our website** or by typing **our website** address into **your** web browser. Never go to **our online banking service** from a link in an email and enter **your security details**;
  - only enter an item of **your security details** when **you** are requested to do so by **our online banking service** screen;
  - never use computer software or a computer browser facility to record **your security details** apart from **your** user name which **you** may choose to store on **your equipment**;
  - follow any advice or guidance **we** give **you** when using any **service**. For **our online banking service** **you** can visit [www.banksafeonline.org.uk](http://www.banksafeonline.org.uk) for useful information about protection against internet fraud;
  - take reasonable steps to keep **your equipment** (including **your** personal computer, any device and any mobile phone **you** have registered with **us** for use of any of **our services**) secure and do not leave **your equipment** unattended without locking access to it so that it cannot be used to access or use any **service** (including the **alerts service**). If **you** lose **your equipment**, including any confidential, sensitive or personal information contained in it or it is stolen or **you** become aware that third parties have gained access to **your equipment** **you** must notify **us** immediately and change **your security details**. If **you** fail to tell **us** then **we** are not responsible if **your cahoot account** information becomes known to someone else where **we** have continued the use of the **service** unaware of such loss or that a third party has gained access to **your equipment**. **You** should also protect **your equipment's** software from any viruses and attacks by third parties by using the latest anti-virus software and a personal firewall as appropriate;
  - be satisfied that no other person can see, overhear or copy **your security details** and never access a **service** from any computer, mobile phone or device connected to a public internet Wi-Fi network or access point such as an internet café;
  - follow the security procedures which are recommended by the manufacturer or service provider of the computer, device or mobile phone which **you** use to access any **service**;
  - take reasonable steps to secure **your mobile device** (for example set up a security password or PIN) so that it cannot

be used to access any **service** (including the **alerts service**) if it is lost or stolen. When choosing **your** security password or PIN code avoid the use of numbers which are easy to guess. If **your** mobile device suddenly stops working **you** should contact **your** network service provider immediately to ensure **you** are not the victim of mobile number redirection or SIM swap;

- I. always be sure that **you** know the person **you** are sending money to and that **you** are happy with the reason **you** are sending money. **You** can find advice and guidance on how to avoid becoming a victim of common scams within the 'security and privacy' page on **our website** at [cahoot.com](http://cahoot.com).

**Our** digital services may use **your** location data or information about **your** device in order to prevent and detect fraud. For example, **we** may check if **you** are in the country where **your** payments are being made in instances where **we** suspect fraud on **your cahoot account**. **We** will not use this information for any other purpose.

- 8.4 **You** must tell **us** as soon as **you** can by phoning the telephone number provided in condition 9.2 if:
  - a. **you** become aware of any error or any suspected error in the **services** (including the **alerts service**) or in any transaction resulting from using them. **You** should check **your cahoot account** statements carefully; or
  - b. **you** suspect or discover that someone else knows **your security details** or **you** believe that **your security details** may have been misused.
- 8.5 **We** may give information to the Police or to a regulatory authority without asking **you** about any misuse or abuse of **your security details** or of the **services**.
- 8.6 **We** may ask **you** to change **your security details** at any time and for any reason. **You** must change **your security details** if **we** ask **you** to. **We** will tell **you** how to use **your security details** and how and when **you** need to change them.
- 8.7 If **we** make any change to the security procedures (such as to **your security details**) **we** will tell **you** of **our** intention to do so and **our** reasons why beforehand, unless **we** are unable to tell **you** beforehand, in which case, **we** will tell **you** immediately after **we** do so.
- 8.8 **We** can withdraw or suspend **your security details** with immediate effect:
  - a. if **we** believe that this is necessary for security reasons;
  - b. to prevent suspected unauthorised or fraudulent use of **your cahoot account**; or
  - c. where there is a significantly increased risk that **you** will not be able to repay any money **you** owe **us** on **your cahoot account**; or
  - d. for any reason provided for in **your account terms**.

**We** may do this for example if there have been too many unsuccessful attempts to access any **service** using incorrect **security details**.
- 8.9 If **we** withdraw or suspend **your security details**:
  - a. **we** will tell **you** and **our** reasons why beforehand, unless **we** are unable to tell **you** beforehand, in which case, **we** will tell **you** immediately afterwards;
  - b. **we** do not have to tell **you** that **we** are withdrawing **your security details**, if doing so would compromise **our** security or be unlawful; and
  - c. **you** can currently request new **security details** by speaking to **us** by **telephone** or via **our online banking service**. **We** can then reactivate and/or replace **your** withdrawn **security details** as soon as possible, provided that the reason for their withdrawal or suspension no longer exists.
- 8.10 **We** take all reasonable steps to safeguard the security of **your** confidential information when **you** use the **services** (including the **alerts service**) but **we** cannot guarantee the security of any confidential information that is transmitted through the internet or via a mobile phone network.
- 8.11 **You** must always exit any **service** (including any device) when leaving **your equipment** unattended and before **you** allow anyone else to use **your equipment**. Please be aware of other people around **you** (for example in public places such as cafes). **You** must close **your** browser session once **you** have logged out of the **online banking service** and close any other device used to access the **services**. For **your** security **you** are automatically logged out of the **online banking service** after ten minutes.
- 8.12 Please act on any additional instructions **we** give **you**. Any additional instructions will reflect good security practice, taking account of developments in ecommerce.
- 8.13 It is a condition of **your** use of the **services** (including the **alerts service**) that **you** follow the safeguards set out in these **conditions**.

## 9. Responsibility for transactions when using these services

- 9.1 **Your account terms** shall also apply in addition to these **conditions**. **Your account terms** contain terms and conditions

which relate to responsibility for transactions on **your cahoot account** and which detail **your** and **our** obligations in respect of unauthorised, incorrect and failed payments. **We** have the right not to refund any unauthorised transaction on **your cahoot account** in the circumstances listed in **your account terms** and these **conditions**. Please refer to **your account terms**.

If **you** dispute that **you** have carried out a transaction using any of the **services we** will investigate and shall expect **you** to co-operate with **us** and the Police in any investigations.

- 9.2 If **you** believe that **your security details** may have been misused or **you** believe that **your security details** have become known to another person, then **you** must notify **us** as soon as possible by telephoning **0800 587 1111** or if **you** call from overseas **+44 1908 937 222**. This line is open 8am to 8pm Monday to Friday and 9am to 5pm on Saturday.
- 9.3 **You** will be liable for all transactions or payments requested from **your cahoot account** using any of the **services** and/or any charges or interest incurred on **your cahoot account** as a result of any of those transactions or payments or payment requests in the following cases:
- any misuse, fraud or abuse of any **service** by **you**;
  - you** have disclosed **your security details** to another person;
  - you** failed to follow any of the safeguards set out in these **conditions** and **your account terms**.

## 10. Encryption: Use of the services outside the UK

The **services** use a high level of encryption and the use of such encryption may be illegal in some countries outside of the UK. **You** should ensure that **you** do not knowingly use the **services** if this is not permitted by local law and **we** shall not be liable for any loss, damage or other outcome suffered by **you** as a result of **your** use or **you** not being able to use such **services** in these countries.

## 11. Termination and suspension of the services

- 11.1 **You** can end **your** use of the **online banking service** at any time by telephone or by writing to **us** at cahoot, 3<sup>rd</sup> Floor, Friars House, Manor House Road, Coventry CV1 2TE. When considering whether to end **your** use of the **online banking service** please bear in mind that **you** need to have access to the **online banking service** in order to operate **cahoot accounts**. **You** should also be aware that termination of **your** use of the **online banking service** also terminates **your** ability to use the **alerts service**.
- 11.2 **You** can cancel the **alerts services** at any time by following the process set out in condition 7.6 above.
- 11.3 In addition to the provisions set out in conditions 8.8 and 8.9 above **we** may close or suspend **your** use of any of the **services**, or any part of it, or withdraw any or all of **your security details** at any time. If **we** decide to do this, **we** will wherever possible give **you** at least 60 days' notice by email or in writing to **you** unless there are exceptional circumstances, for example, **we** believe **you** are no longer eligible for the **cahoot account**; **you** have given **us** false information or have otherwise acted dishonestly in **your** dealings with **us**; **you** or someone else are using the **cahoot account** illegally or fraudulently; **you** have acted abusively or violently towards **our** members of staff; or **you** are in significant breach of these **conditions** (or if **you** have failed to remedy a breach where **we** have asked **you** to do so), where **we** may give **you** immediate notice or less than 60 days' notice.
- 11.4 For security reasons **your security details** enabling **you** to access any of the **services** will be automatically de-activated if **you** have not carried out any transactions using the particular **service** for any fifteen month period commencing from the date of the last transaction **you** made using that **service**. The de-activation will occur at the end of any such fifteen month period after which **you** will no longer be able to carry out any transactions using the **service**. **We** will send **you** a reminder not less than two months before any de-activation date.
- If **you** wish to re-register for access to or use of **our services** **you** can do so via **our website** and request new **security details**.
- 11.5 If **we** need to carry out maintenance or improvement work to any of the **services** (including the **alerts service**) or if **we** are required to do so by circumstances beyond **our** control **we** may have to withdraw or suspend the particular **service/s** so that it ceases to be available to any of **our** customers. If **we** do this, **we** will give **you** prior notice by either putting a notice on **our website**, email, text or by letter. **We** may be unable to give **you** prior notice if the maintenance or repair work is urgent and important or due to circumstances beyond **our** reasonable control.
- 11.6 **Your** use of any **service** will end automatically if **you** close all of **your cahoot accounts**.
- 11.7 If **your** use of any **service** ends:
- you** must return to **us** or destroy any **security details** or other documentation **you** have relating to that **service** if **we** ask **you** to;
  - rights and liabilities which have accrued at that time will continue to apply between **us**;
  - any of these **conditions** that can continue to apply will do so;
  - we** may still carry out instructions received but not processed by **us** at that time.

## 12. Changes to these conditions

- 12.1 **We** may change these **conditions** at any time provided **we** give **you** notice as described in these **conditions**.
- 12.2 If **we** wish to make a change to these **conditions**, **we** will give **you**:
- a. at least 60 days' notice of any change to a **condition** that relates to any withdrawal or payment service that **we** provide as part of the **services**;
  - b. at least 30 days' notice of a change to any other **condition** that is to **your** disadvantage;
  - c. otherwise **we** will give **you** notice within 30 days of making that change.
- 12.3 With regard to condition 12.2 a) above, at any time up to 60 days from the date of any such notice given and with respect to condition 12.2.b) above, at any time up to 30 days of any such notice given **you** may, without notice, stop using the particular **service** immediately, without charge. If **you** do not notify **us** that **you** are not happy with any of the changes before the end of the relevant notice period, **you** will be deemed to have accepted the changes. **We** will tell **you** about any change provided for in condition 12.2.c) within the 30 days by displaying a notice in the **online banking service** section of **our website**.
- 12.4 **We** can give **you** notice in any of the following ways: a notice displayed on the log on page of **online banking**, by email, text, post or by any other means **we** agree with **you**.

## 13. General

- 13.1 You may not pass on to anyone else any of the rights, obligations or interests created in these conditions but, subject to any legal requirements, we may do so at any time.
- 13.2 Apart from **you** and **us**, no other person has any right to enforce any of the terms of these **conditions**.
- 13.3 Each of these **conditions** is separate from all other **conditions**, so that if one is found to be invalid or unenforceable this will not affect the validity of any of the others.
- 13.4 If **we** do not enforce any of the rights **we** have under these **conditions**, or if **we** delay in enforcing them, that does not stop **us** from taking any action to enforce **our** rights in the future.
- 13.5 The headings used in these **conditions** are for ease of reference only and shall not affect the meaning of these **conditions**.
- 13.6 **We** or **you** may contact each other by telephone, email, text or post or by any other means **we** agree. **We** may ask **you** for only part of **your security details** when **you** telephone **us**.
- 13.7 The law applicable to these **conditions** and the courts having jurisdiction in the event of any dispute arising hereunder shall be as set out in **your cahoot account terms**.
- 13.8 These **conditions** are available only in English and all communications from **us** will be in English. **We** will only accept communications and instructions from **you** in English.