



# Mobile App Terms and Conditions

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70 Owen Street, Tipton,  
DY4 8HG

Coseley branch  
**01902 883173**  
Castle Street, Coseley,  
WV14 9DW

Bilston branch  
**01902 403853**  
73 Church Street, Bilston,  
WV14 0BJ

Sedgley branch  
**01902 882469**  
6 Bull Ring, Sedgley,  
DY3 1RX

[www.thetipton.co.uk](http://www.thetipton.co.uk)

We monitor and record phone calls for your security and our training purposes.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Member of the Building Societies Association. Our Financial Services Register number is 159601.

## Mobile App Terms and Conditions

This document contains important information about using the App (and the services we make available via the App) and forms a legal agreement between us. To use and register for the App you must read and accept them as you will be legally bound by all the terms in this document. These Terms and conditions dated and issued August 2020 are the latest version.

### In the Conditions

References to **'the Society'**, **'we'**, **'us'** and **'our'** are to Tipton & Coseley Building Society and include anyone who takes over our business or our rights in respect of your account;

References to **'you'** and **'your'** are to holders of savings and mortgage accounts and include your personal or other legal representatives;

**Account** refers to any new and existing savings and/or mortgage account(s) that you are named on with the Society.

**Normal Business Banking Hours:** 9am and 5pm

**Tipton and Coseley Mobile App (App)** is a mobile App that allows you to have access to your account(s) using a compatible device.

**PIN** refers to a digit number you can set up and enter when accessing the App.

**Security data** refers to your validation details or any details we ask you for during the registration process.

### Changes to the App Terms & Conditions (T&Cs)

If we have to make a change to the T&Cs, we will require you to read and accept the new T&Cs. A full version is available on the App. If we need to, we can refuse to register you for the App and limit how you use it. To do certain things in the App you might be asked to read and accept more T&Cs that relate to what you are doing e.g. opening an account.

### Your Privacy

The Society is a data controller of your personal information, this means information we process that is about you or from which we can identify you.

The Savings Privacy Notice describes how and why your personal information is processed. The privacy notice is available on the App or our website [www.thetipton.co.uk](http://www.thetipton.co.uk)

### System Requirements

In return for your agreement to comply with these T&Cs, you may:

- download and use the App to access our services on your device for personal purposes only (including to open online savings accounts, view account balances and recent transactions, transfer to other accounts held with us (payment limits and restrictions apply) and transfer to a nominated bank account held in your name (payment limits apply));
- use any documentation relating to the App that we make available to support your use of it;
- receive and use any free software or update of the App incorporating patches and corrections of errors as we may provide.

Please note certain limits apply dependent on the restrictions of the account. Individual product T&Cs will apply and can be found at [www.thetipton.co.uk/our-savings](http://www.thetipton.co.uk/our-savings)

### License Restriction

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or our services in any form, in whole or in part to any person;
- not copy the App, any related documentation or our services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, any related documentation or our services nor permit the App or our services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or our services nor attempt to do any such things, except to the extent that such actions cannot be prohibited by relevant law because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any of our services.

### Acceptable Use Restrictions

You must not:

- use the App or any of our services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these T&Cs, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any service or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the App or any of our services (to the extent that such use is not licensed by these T&Cs);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any of our services;
- use the App or any of our services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- collect or harvest any information or data from any of our services or systems or attempt to decipher any transmissions to or from the servers running them.

### Intellectual Property

All intellectual property rights in the App, any related documentation and our services belong to us (or our licensors). You have no intellectual property rights to the App, any related documentation, or our services other than to use them in line with the T&Cs set out to you in this document.

### Who can use the App?

It is only available to customers of the Tipton and Coseley Building Society. These T&Cs are applicable to all customers who use the App. In addition, our Savings T&Cs relate to all our products and are available on our website <https://www.thetipton.co.uk>.

We are giving you personally the right to use the App and the services as set out above in the section “Accessing and using the App”. You may not otherwise transfer the App or the services to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these T&Cs, whether or not you own the phone or other device.

#### **How to contact us**

You can contact us via the App and for all contact in relation to your App accounts MUST take place via the secure messaging service.

#### **What does it cost?**

Whilst we do not charge for using the App, your internet or network service provider may charge you for using data on your smart phone or tablet.

#### **Support for the Mobile App**

There may be occasions where we issue updates to the App through Apple App Store and Google Play. It is your responsibility to regularly check and download these updates in order to use all the services.

We may stop supporting the App on your device or on the version of the operating system running on your device. In such cases you will no longer be able to access the App until you have obtained a new device which is supported or you have updated the operating system. This may require you to download and re-register your details on the App.

#### **What you can do to keep your data safe**

In January 2018 it became possible for you to give your security details to authorised companies that require your security information to provide account information services (which allow you to see your accounts with different providers in one place) and payment initiation services (which allow an authorised third party to instruct us to make payments from your account on your behalf). You should always consider the implications of sharing your security credentials and your personal information. If you suspect that someone else knows them, please call us immediately on 0121 769 0727 so we can assist you. Should you contact us outside of our normal working hours we will contact you as soon as possible the following working day. We will try to help you recover the funds, but we will not be liable for any loss you suffer if you purposefully didn't keep your phone, pin or security credentials safe.

The App gives you access to your accounts, so you need to make sure you don't allow anyone to log into your Account through the App.

Always keep your phone or tablet secure and log out of the App when you're not using it.

Do not let anyone see your PIN and keep your security data secret.

Some devices allow you to use your touch/fingerprint or Face ID for logging into the App. If you enable this feature, then anyone whose touch/fingerprint or Face ID is registered on your phone or tablet may be able to log into the App accessing your accounts. Therefore, you must not activate this feature if you allow other people to access your phone or tablet using their touch/fingerprint or Face ID. You should delete any other touch/ fingerprint or Face ID registered on the device first; otherwise, transactions made by anyone else who has their touch/fingerprint or Face ID registered on the device will be treated as being authorised by you.

Do not install or use the App on a jail-broken or rooted device. These have had their security features changed in order to work making them less secure and fraudsters could access your phone or tablet and steal your information or money.

Do not use the App in a way that could damage it or stop it from working or affect our systems or other users e.g. hacking into or inserting malicious code into the App, Android or iOS operating systems.

Always check your last log in date/time to ensure there is no unrecognised activity. Regularly check your account transactions and balances. If you do not recognise a transaction(s) please contact us. We will conduct an appropriate investigation and this may include blocking usage of the App if necessary.

#### **Registering for the App**

You will need to download the App onto your phone or tablet. Search for “Tipton Building Society” in the Apple App Store or Google Play Store. Don't download it from anywhere else. Follow and complete the process for registering your phone number and then read and accept the terms and conditions of the App.

#### **Opening an account**

Accounts are only available to UK residents. For further information on opening an account, please refer to Section 3 in the Terms and Conditions for Savings Accounts.

#### **Joint Accounts**

We will not allow joint accounts to be opened via the App.

#### **Paying money into your account(s)**

Money can only be transferred into your App savings account from your registered nominated bank account (NBA) which must be in your name. Funds paid into your account from any account other than your NBA will be automatically returned.

#### **Our responsibilities to you**

There may be instances where we are required to carry out maintenance or updates. In such cases, access to the App may be interrupted and we will do our best to notify you in advance.

We are not liable for any loss or damage you suffer as a result of our failure to provide all or part of the functionality and the features of the App when we carry out maintenance or updates, or for any unforeseeable reason, or for any reason that is beyond our control and we could not have prevented, including (by way of example) the loss of communication network operated by another provider.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

The App is for domestic and private use only. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Although we make reasonable efforts to update the information provided by the App and our services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date.

The App and our services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the services (as described on the App store or Google play and in any related documentation) meet your requirements.

### **Suspending or Termination use of the App**

In certain circumstances we may suspend or cancel your right to use the App e.g. several incorrect attempts to log on. If possible, without compromising reasonable security measures or our legal position we will notify you of our rationale. If appropriate once we have investigated, we will remove the suspension.

To cancel or terminate your agreement with us, you can simply do so by removing the App from your device. Until you do this or we withdraw or cancel your use of the App, the App T&Cs remain in force.

It is your responsibility to delete the App from the device you use if you change or dispose of your device or if you no longer require this service. If you delete the App you will need to re-register in order to be able to use it.

We may withdraw the App at any time. If this happens, we will let you know in advance in a durable medium.

### **Cookies Policy**

We do not use cookies in this App.

### **Complaints**

We are committed to providing you the best possible service to meet your needs, however on occasion you may feel we have not met that expectation and you wish to make a complaint. You can do this by sending a secure message via the App. We will investigate each complaint and always try to resolve any complaint as soon as possible. The complaints policy is detailed on the App.

### **Transferring this agreement**

We may transfer our rights and obligations under these T&Cs to another organisation. We will always tell you in writing if this happens and, if possible, we will endeavour to ensure that the transfer will not affect your rights under the agreement.

### **Transferring your rights**

You may only transfer your rights or obligations under these R&Cs to another person if we agree in writing.

### **Third Parties**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

### **Illegality of part of these T&Cs**

Each of the paragraphs of these T&Cs operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Delay in enforcing these T&Cs**

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **Law**

These conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.

1 September 2020

**The Tipton & Coseley Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**

**The Society's Firm Reference Number is 159601.**

**We are a member of the Building Societies Association.**

**Head Office: 70 Owen Street, Tipton, West Midlands DY4 8HG**