

## THE TERMS AND CONDITIONS BELOW RELATE TO THE SOCIETY'S ONLINE SERVICES WHICH IS OUR INTERACTIVE ONLINE ENQUIRY SERVICE. THEY ARE IN ADDITION TO THE TERMS AND CONDITIONS APPLYING TO OUR SAVINGS AND MORTGAGE ACCOUNTS.

### 1. Definitions

"Activation Key" is the code we send to you to be used the first time you access your account details using Online Services or when your use of the service is being re-activated.

"Authentication Code" means a single use code sent to you via your preferred method either an SMS (text) message or telephone call.

"Banking Day" means a day other than Saturday, Sunday or a Bank Holiday.

"Online Services" means the service we provide over the internet to allow you to view details of your savings and mortgage accounts, your personal details, and send to us and receive from us secure messages. We may change the facilities that are available in the future.

"Password" means the combination of letters, numbers and other characters you select when registering for Online Services, which you may amend from time to time.

"Security Details" are your Password and log in details.

"Society", "we", "us" mean Earl Shilton Building Society.

"User ID" is the unique identification number issued to you when you register to use Online Services.

"Working Day" means a day other than a Sunday or a Bank Holiday.

### 2. Security Information

- 2.1 When you register for Online Services you must choose a Password. After verifying your identity we will issue you with a User ID and Activation Key to your registered account correspondence address. You will not be able to view your account online until you have received these log in details.
- 2.2 When you have received your log in details and first log in you will need to enter your User ID, Password and Activation Key. You will then be asked to choose your preferred method to receive your Authentication Code, either an SMS (text) message or telephone call. Enter this code following the on screen instructions and you will then be able to view your account(s).
- 2.3 Each time you log in to Online Services we will ask you for your User ID and Password. You will then receive your Authentication Code by an SMS (text) message or telephone call. Enter this code following the on screen instructions. You will then be able to view your account(s).
- 2.4 Once registered for Online Services, please keep your Security Details secret. In particular you must not tell anyone, including Society staff, your Password. It is your responsibility to take reasonable precautions to ensure your Security Details cannot be easily guessed by anyone else. Society staff will never ask you to reveal your Security Details.
- 2.5 If more than one account holder requires access, you must register individually and each have separate log in details. However, if the account mandate requires more than one signature to operate the account, then you are not eligible to register this account for Online Services.

- 2.6 Should you fail to provide the correct Security Details three times in a row, we will block access to your account(s). You must then follow the online instructions for "Forgot Password" to re-enable use of the service.
- 2.7 If you think someone else knows your Password and you are unable to log in to Online Services to change it, let us know at once. You can email us at [onlineservices.co.uk](mailto:onlineservices.co.uk), call our Online Services Team on 01455 844422, write to Head Office or tell us in person at either of our branches.
- 2.8 Once you have reported that you suspect someone else knows your Security Details, you will not be liable for any action we take on your account which was not carried out or authorised by you unless you act with gross negligence (which includes taking insufficient care of your User ID or Password) or you act fraudulently.
- 2.9 If you would like more advice on maintaining security when dealing with your finances online, you can visit: <https://actionfraud.police.uk> which contains useful information.
- 2.10 If any information on your account looks incorrect or suspicious in any way, you should contact us immediately by using the secure messaging facility, emailing [onlineservices@esbs.co.uk](mailto:onlineservices@esbs.co.uk), calling our Online Services Team on 01455 844422, or in person at either of our branches.
- 2.11 You must follow any instructions we give you from time to time regarding the safe keeping and use of your Security Details.

### 3. Service Accessibility

- 3.1 We will endeavour to have the Online Services site available 24 hours a day. However, the Society has the right to suspend access to the site, temporarily or permanently, for which no notice may be given. This may be for maintenance, technical or security reasons. The Society will not be liable for any reason if the site is unavailable, for however long the period may be. As a consequence the Society will not be liable for any loss or damage arising in contract, tort (a non-contractual civil wrong), or otherwise if the site becomes unavailable or is suspended for any reason.
- 3.2 We shall be entitled to terminate or suspend our service to you if we have reasonable grounds to believe you have attempted to gain access to our programs, or to accounts of other members, or have attempted to introduce viruses into our systems.

### 4. Communications

- 4.1 The secure messaging facility within Online Services cannot be used for notifying us of any material changes to your account. A material change includes any change in account name, holders of the account, or change of address, (this list is not exhaustive). Such changes to your account must be notified in writing.

- 4.2 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.
- 4.3 You can change your email address and telephone number(s) within Online Services.
- 4.4 We shall be entitled at any time to ask you to confirm in writing, instructions you have given us via Online Services if we consider this is necessary or desirable for your security or for any other reason.

## 5. Territorial Limitations

- 5.1 Online Services is intended for use in the United Kingdom only. We do not recommend and would actively discourage you from viewing your account(s) from any public internet access point such as a library or Cyber Café.

## 6. Security of the Internet

- 6.1 We have taken reasonable steps to ensure that Online Services is secure; however we cannot guarantee completely the confidentiality or privacy of any information passing over the internet or that it will not be interfered with. By using this facility, you are giving instruction on this basis and understanding.

## 7. Who Can Register

- 7.1 Only individual members aged 16 years and over (not corporations, clubs or associations) and who are account holders, or hold Power of Attorney on an account will be allowed to register for Online Services.

## 8. Data Protection and Confidentiality

- 8.1 Under data protection laws Earl Shilton Building Society is a data controller of your personal information. This means information that is about you or from which we can identify you. As data controller in our business relationship with you we decide how and why your personal information is processed. This is explained in our [Privacy Notice](#) along with the rights you have regarding your data. You can find our Privacy Notice on our website [esbs.co.uk](https://www.esbs.co.uk) or you can obtain a copy by using the secure messaging

facility, emailing [onlineservices@esbs.co.uk](mailto:onlineservices@esbs.co.uk), calling our Online Services Team on 01455 844422, or in person at either of our branches.

## 9. General Conditions

- 9.1 The information provided on this website does not constitute financial or other professional advice.
- 9.2 Earl Shilton Building Society accepts no responsibility for the content of any other site to which a hypertext link to or from this site exists.
- 9.3 Earl Shilton Building Society shall at all times own the copyright 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 vary these conditions by telling you about the changes either in writing, by email, by branch notices, advertisement, secure message, or notice within Online Services.
- 9.5 To assist your navigation of [www.esbs.co.uk](https://www.esbs.co.uk) and to help in the prevention of fraud, we may send "cookies" from this website to your computer. We do not obtain personal data from your computer or gather personal information about you unless you personally give information to our server.
- 9.6 These terms and conditions 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.
- 9.7 By accessing any part of this site, you shall be deemed to have accepted these terms in full.
- 9.8 Earl Shilton Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 206078.

**Savings and Mortgages as individual as you.**



22 THE HOLLOW, EARL SHILTON, LEICESTER LE9 7NB

📞 01455 844422 🌐 [www.esbs.co.uk](https://www.esbs.co.uk) ✉ [enquire@esbs.co.uk](mailto:enquire@esbs.co.uk)

Branch office: Malt Mill Bank, Barwell, Leicester



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