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Terms and conditions

B Terms and Conditions

These terms and conditions consist of:

Part 1

the terms and conditions for
B personal accounts;
and

Part 2

the terms and conditions for the B app.
Together, the 'B Terms and Conditions'.

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Part 1

B account

B accounts background

The B accounts and services are provided by Clydesdale Bank PLC and Yorkshire Bank (which is a trading name of Clydesdale Bank PLC). When we refer to the "team at B", "we", "us" and "our"; we're referring to Clydesdale Bank PLC.

B is designed to be an intuitive digital banking service built into an app. It's available on compatible tablets and compatible mobile phones and has lots of smart tools, evolving as it learns, to help you take control of your money.

You will need both a compatible tablet and a compatible mobile phone to take full advantage of all the features of the B app, though other mobile phones can still be used to receive SMS alerts. B accounts can't be used for Business purposes.

B Current & B Instant Savings accounts

B makes saving an everyday part of banking to help you reach your goals. B comes with a **B Current** account and a **B Instant Savings** account. To take full advantage of all the features of the B app, you must hold both a **B Current** account and a **B Instant Savings** account. We will tell you about any eligibility criteria you may need to meet before you open an account.

To help keep things simple, unlike your **B Current** account, your **B Instant Savings** account doesn't have an overdraft, you won't be issued with a card or cheque book and you won't be able to set up standing orders or Direct Debits. If you'd like to take money out of your **B Instant Savings** account, just transfer the money into your **B Current** account first and make your payment from there.

You may be able to make transfers from your **B Instant Savings** account to other accounts you hold with us. We'll tell you if you're unable to make a transfer into a particular account in branch or over the telephone. Apart from these transfers, you won't be able to make payments to other accounts,

If you close all of your **B Current** accounts, you'll no longer have access to the B app (unless you hold another account we agree can be used to access the app) and your **B Instant Savings** accounts will be closed or transferred to another instant savings account

Getting started

These Terms and Conditions ('Conditions') cover our B Personal Banking accounts: **B Current** and **B Instant Savings**. Please read these Conditions and keep them safe. If there are any changes, we'll let you know. You'll need to read and agree to the Terms and Conditions for the B app set out at Part 2 of this document and the conditions for Telephone, Internet and Mobile Banking services if you use them. If your account comes with any extra benefits, you'll be given their conditions separately.

B interest rates and charges for our most common additional services are set out in the Tariff. If you'd like a copy of the Tariff and any other conditions that apply to you, please call the team at B on 0800 121 7365. You can call from overseas on +44 141 221 7300 (standard international rates will apply).

You can also find these documents online at: www.youandb.co.uk

You mustn't use your accounts for holding money for anyone else or use any balance as a security or other similar right unless you've agreed this with the team at B.

These Conditions mention Business Days, which are weekdays but not Bank Holidays. They also mention cut-off times – these are the times that payments and instructions can be processed up until in a day. The times differ depending on what you'd like to do so just ask if you'd like to know what they are.

Clydesdale Bank PLC (including Yorkshire Bank which is a trading name of Clydesdale Bank PLC) complies with the requirements of the Lending Code, a voluntary code which sets standards for good lending practices. You can find further information on the Lending Standards Board website: www.lendingstandardsboard.org.uk

Eligible deposits with Clydesdale Bank PLC are protected by the Financial Services Compensation Scheme, the UK's deposit protection scheme. This limit is applied to the total of any deposits you have with Clydesdale Bank and Yorkshire Bank. Any deposits you hold above the limit between these brands are unlikely to be covered. B is part of Clydesdale Bank and is therefore not a separate entity for the purposes of this scheme. Please ask for further information or visit: www.fscs.org.uk

Clydesdale Bank PLC is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register No. 121873. Clydesdale Bank PLC is registered in Scotland (no. SC001111). Registered office: 30 St Vincent Place, Glasgow G1 2HL.

Useful contact details

You can call the team at B on **0800 121 7365** or **+44 141 221 7300** if you're abroad (standard international rates will apply).

You can also contact the team in writing at:
Team at B, Timor House, Mariner Court, 8 South Avenue,
Clydebank, G81 2NR.

What can the team help you with?

General account things	Security
<ul style="list-style-type: none">Getting started and making the most of the B app.Keeping you in control with details of the money going in and out of your account, and your money in general.Keeping your account information up to date.	<ul style="list-style-type: none">What to do if your card or cheque book is lost, stolen or damaged or you've forgotten your PIN.What to do if you think someone knows your app, online or telephone banking security details.Investigating what's happened if you think a payment's been made without your permission.

Going abroad?

Call the team at least 24 hours before you leave so they know you'll be using your card outside the UK.

You can ask the team for the currency exchange rate for when you pay by card whilst you're away. You'll also find the latest exchange rates online at: mastercard.com/global/currencyconversion/index.html

1. Making payments from your account

What you need to tell the team at B

Depending on your account and the channels you've signed up to use, you can make payments to payees (what we call the person, company, charity or other organisation you're paying) in a number of different ways such as via the B app, Internet Banking, over the phone, via the Mobile Banking Service or in branch. Whichever way you choose, you must give the account number, the sort code (if the account is in the UK) and any other information you're asked for so the payment can be made. You may be asked for the account name (this is sometimes a part of our security checks) but it won't form part of the payment instruction or be checked to see if it matches the account name linked to the account number and sort code.

If you've signed up to use Paym, which is the payment service we offer to current account customers to send and receive money quickly and securely using just a mobile phone number, you may be able to make payments using just the payee's mobile number. You will need to be using a channel that supports Paym payments and the payee will also need to be signed up to receive payments.

For more information on Paym, visit: www.paym.co.uk

Your payments will be processed if you have enough money in your account. If you're paying money into your account on the day you want to make a payment, please leave enough time for the money to clear into your account. When checking if you have enough money, make sure you consider any payments that are due to be taken from your account around the same time.

Making payments on future dates

Unless you're told otherwise, you must have enough money in your account by 3pm on the day you want to make the payment. If you're using Telephone Banking to make a future dated bill payment or transfer money, you'll need to make sure you have enough money in your account by 5am on the day you want to make the payment. Future dated payments may show as forecasted payments in or out at the end of the previous Business Day.

Sometimes you may not be able to make a future dated payment or transfer for the next Business Day if you've passed the cut-off time. If this happens, the team at B will let you know and you can either make the payment or transfer that Business Day or wait until the next Business Day to do it instead.

When will the payment be processed?

If you make a payment in sterling to a payee with a UK bank account, the team at B will either process it using our internal systems if they can, or use the Faster Payments system (apart from certain regular payments such as Direct Debits, Bank Giro Credit slip or card payments). If it's not possible to make a payment, the team at B will tell you and you can discuss alternative ways to make the payment.

Most payments will be processed, taken from your account and received by the payee on the same day (and usually within two hours) if you make the instruction before the cut-off time on a Business Day. If you instruct a payment after the cut-off time or on a non-Business Day, it'll be processed on the next Business Day but will show as having been taken from your account immediately and the payee may receive it that day.

The team at B will process transfers immediately unless they are future dated.

If you ask to make the payment on a future Business Day, it'll be taken and received by the payee on that date. Future payments instructed for non-Business Days will be processed on the next available Business Day and will be taken from your account and received by the payee that same day.

However, in certain circumstances, payments may not be made until the next available Business Day, for example if the team at B need to check certain payment details with you.

Using Giro slips and cheques

If you use a Giro slip in a Clydesdale Bank or Yorkshire Bank branch, the payment will usually reach the payee's bank in two Business Days if the payment can be processed before the cut-off time.

Cheques or copies of your cheques will be held for up to six years, and you can ask for copies (you may be charged a fee for this which you'll be told about at the time). Cheques received after six months may be returned unpaid to your account.

Using your debit card

When you use your debit card to buy things, it'll normally take between one and seven days for the payment to show up on your account. In some cases, for example, if you don't make the purchase on a retailer's premises or you use your card outside the UK to buy something, it can take longer.

If you use your debit card to take out cash or buy something in another currency, the amount will be converted into sterling using the MasterCard Exchange Rate at the time when the payment was charged to your account, which may not be the same date as when it was made. Similarly, if a payment is refunded to your account through your debit card, the amount will be converted into sterling using the MasterCard Exchange Rate at the time it's added to your account. If it's a currency used in the European Economic Area, you can find this rate by calling the team at B.

You'll be charged the Foreign Purchase Fee or Foreign Cash Fee shown in the Tariff if the payment is made with a supplier or using an ATM based overseas. Your account statement will show any fees incurred and the exchange rate used.

International payments

If you want to make an international payment, including to a bank in another country or in a currency other than sterling (other than where your card lets you do this) please contact the team at B so they can tell you whether you can do this using your account and the terms that will apply to that payment.

Preventing fraud

Preventing fraud is important and so sometimes the team at B will need to speak to you before making a payment to make sure it's genuine. For debit card payments, this sometimes means the person processing the payment is contacted for more information. If the team at B is unable to speak to you for any reason, they may not make the payment.

The Current Account Switch Service (CASS)

If the CASS says that the payee has changed their account by moving to another bank or building society and gives new account details, the team at B will use these amended account details rather than the details you originally gave.

For more information on CASS, visit www.simplerworld.co.uk

2. Paying money into your account

How you pay money into your account is important as it determines how long it'll take until the money is available for you to use and how any interest is calculated on it. Any automated payments will usually be processed and added to your account within two hours if the money is received on a Business Day. It'll also be taken into account when interest is worked out that day.

For automated payments paid into your account using the Faster Payments Service, this money may clear quicker than two hours and will be available immediately after it reaches your account. However, for payments received outside of working hours or on a non-Business Day, interest on the amount won't be worked out until the next Business Day.

Paying in cash

If you want to pay cash straight into your account, it must be in sterling. The cash will be added to your account immediately, will be available straight away and will be counted when interest is worked out on that day. If you'd like to pay in cash in another currency, the team at B will tell you the exchange rate and the Inward Foreign Payment Fee to convert it into sterling. If you pay cash in at another bank, it'll be added to your account on the Business Day it's received and may take time to reach us.

Paying in cheques

Sterling cheques from UK bank accounts will be processed and added to your account on the same day they're paid in, as long as it's a Business Day. It normally takes three Business Days for cheques to clear so you should be able to withdraw money that's been paid in on the fourth Business Day after the Business Day the cheque was paid in on.

The interest will be calculated two Business Days after the Business Day the cheque was paid in. If the cheque originates from and is paid into the same branch, you'll be paid interest from the day the money was received. If a cheque is returned unpaid, the team at B will let you know within six Business Days and won't make the payment after this time without telling you (unless you're a knowing party to fraud).

The table below illustrates how the clearing cycle operates:

Day 0	Day 2	Day 4	Day 6
Cheque paid in	Interest will be paid	Money can be withdrawn	Money definitely in your account
Monday Tuesday Wednesday Thursday Friday	Wednesday Thursday Friday Monday Tuesday	Friday Monday Tuesday Wednesday Thursday	Tuesday Wednesday Thursday Friday Monday

Foreign cheques and other payments from a non-UK bank may take longer to clear. If these can be accepted by us you'll be told how these will be processed, how long the money may take to reach your account and any Inward Foreign Payment Fee you'll need to pay. If you pay a non-sterling cheque into your account, the cheque will be sent to the bank where it was drawn for processing so the payment may take longer to reach your account.

Paying in using a Giro slip

If you use a Giro slip at another bank, your payment will normally take two Business Days to reach your account. If you pay in cheques at the same time, these will be processed in the timescales shown in the table above.

Payments received after the cut-off time or on a non-Business Day

Payments made into your account may not be processed after the cut-off time on a Business Day or at any time on a non-Business Day until the following Business Day. If this is the case, the payment receipt date will show as the next Business Day.

You can make and receive some payments on non-Business Days, and your account may show them as complete and money as being available. However, the payments won't be processed and interest won't be calculated until the next Business Day and your statement will reflect this.

3. Stopping payments

You can cancel cheques, Direct Debits, standing orders and repeating card payments by getting in touch before the payment or next payment is made as explained below.

Stopping a cheque payment

If you no longer want a cheque to be paid, you may be able to stop it if it hasn't already been paid in by contacting the team at B with the cheque number, amount and date, and who it's payable to. The Stopped Cheque Fee is shown in the Tariff.

Stopping Direct Debits and standing orders

If you want to make sure that no further payments are made under Direct Debits or standing orders, please tell the team at B by the end of the last Business Day before the payment due date. You should also contact the person collecting the payment. Sometimes a Direct Debit can be stopped on the payment date if you've already contacted the person collecting the payment.

You can't normally cancel a single payment under a continuing Direct Debit unless you dispute the amount or date of payment given to you in advance notice under the terms of a variable Direct Debit authority. Otherwise you'll need to cancel the whole instruction.

You can't cancel an individual debit card payment but if you've set up a series of card payments using your card number (also known as recurring payments or a continuous payment authority), you can cancel any future payments in the same way as a Direct Debit or a standing order up to the end of the Business Day before the next payment is due. You can also cancel the payment by directly contacting the person collecting the payment.

A payment may be refused by us if:

- you don't have enough money in your account (in which case a Returned Item Fee may be charged),
- you've given incorrect payment details,
- the team at B reasonably believes your account or account services are being used illegally or fraudulently,
- the team at B reasonably believes someone else may have rights over the funds in your account – for example, another joint account holder with a dispute,
- you'll be over the limits set for that type of payment or channel (these limits are applied to protect your account and us), or
- the payment would mean you use an overdraft facility which the team at B reasonably believes you may not be able to repay.

Unless the law prevents it, you'll be told as soon as possible if a payment has been refused and you can ask for the reason why.

The team at B can also refuse to make a card payment at any time if:

- you've reported your card as lost or stolen,
- they reasonably think it's necessary to protect your card and account's security,
- they're required to by law, a court or other authority,
- the card payment seems unusual compared with other card payments on your account, or
- they reasonably suspect fraud or illegality.

4. Overdrafts

Your **B Current** account lets you borrow in two ways – by asking for either Planned Borrowing (which you ask for in advance, and is normally cheaper) or Unplanned Borrowing. You'll find all the details of the overdraft fees and interest rates in the Tariff.

Planned Borrowing

This is borrowing within a previously agreed overdraft limit. To arrange a limit, you should call the team at B before you need it. If they agree to the limit, they'll give you all the information you need before you decide whether to set it up. If you have a joint account, you agree that the team at B may only give this information to one of you. You'll receive a facility letter to confirm your agreement terms, including the overdraft limit, any fees, the interest rate and any review date.

Unplanned Borrowing

You can ask for Unplanned Borrowing by trying to make a payment (such as a standing order or Direct Debit) when you don't have enough money in your account or a suitable overdraft limit in place.

If your request is agreed to, the money will be made temporarily available in your account to make the payment.

If your request is refused, the payment will be returned unpaid.

Repaying your borrowing

Your overdraft limit is regularly reviewed and if it needs to change, you'll usually be given 30 days' written notice. You may be asked to repay your Planned or Unplanned Borrowing at any time, but you'll be given as much notice as possible.

If you ask to close your account (including because you've entered into a Current Account Switch Agreement with another bank), you must repay any money you've borrowed before you can close it. If you have a Planned Borrowing arrangement and you're not using all the available limit at the time you tell us to close your account, you agree that you won't request any more borrowing.

5. Account fees

B account fees, interest rates and charges for our most common additional services are set out in the Tariff.

Overdraft fees you may have to pay are:

- a Monthly Planned Usage Fee if you use Planned Borrowing,
- a Daily Unplanned Borrowing Fee if you use Unplanned Borrowing, or
- a Returned Item Fee for dealing with a request for Unplanned Borrowing and returning a payment unpaid.

The Tariff explains how you may be charged overdraft fees including if a grace period, a buffer amount and the Fee Cap applies.

You'll be sent an account statement at the end of each month with a summary of all fees and debit interest at least 14 days before they're taken from your account. They'll be taken even if you don't have money in your account or you've exceeded your Planned Borrowing limit at the time.

6. Interest

You'll find all debit and credit interest rates in the Tariff.

Interest paid by you

Interest you owe on your Planned Borrowing will be worked out up to the agreed Planned Borrowing limit at the rate set out in your facility letter or other agreement terms. The interest will be calculated at the end of each day on the cleared overdrawn amount in your account, and will be charged to your account the next month.

You'll be sent an account statement at the end of each month with a summary of all interest at least 14 days before it's taken from your account. The interest will be taken even if you don't have money in your account or you've exceeded your Planned Borrowing limit at the time.

Interest paid to you

Interest paid to you is called credit interest and is worked out on your account balance at the end of each day. This will be added to your **B Current** account on the last Business Day of each month. This will be added to your **B Instant Savings** account on the last Business Day in March, June, September and December.

Credit interest will be paid gross. Gross rate interest is the interest payable without taking account of any tax payable. From 6th April 2016 we will no longer deduct tax from the interest earned on your savings, following the introduction of a Personal Savings Allowance.

If you earn interest over your Personal Savings Allowance you will be required to pay any tax due yourself directly to HM Revenue and Customs.

If you would like to read more about your Personal Savings Allowance, please visit the Government's website www.gov.uk.

Tiered and banded interest

If your account has tiered or banded interest rates, the interest will be automatically worked out based on the amount in your account at the time.

You may be liable for other external taxes or costs that are not paid through or imposed by us. For example, you may have a liability to higher rate tax depending on your individual circumstances.

7. Right of set-off

If you've failed to make a payment to the bank when it's due on any account (including a credit card, loan, mortgage or overdraft), the team at B can take the amount due from any account(s) you hold which are in credit and apply it to the debt. This is called the right of 'set-off'.

The team at B will only take from credit balances in accounts in your name (which are not held for the benefit of another person, for example, a trust account) and apply it to debts held with them in either your name, jointly with another person or a business account

where the account is in your name. The team at B will not apply credit balances from joint accounts to debts held with us which are in accounts held in one person's name.

If we think we may exercise the right of set-off, the team at B will let you know at least 14 days before we use this right. If we've exercised our right of set-off, we'll promptly notify you of this. If you're in financial difficulties, you should contact the team at B to discuss your options.

8. Joint accounts

Any account holder can independently give instructions, including withdrawing the whole balance, creating a debt on the account or closing the account. Any account holder may instruct the team at B to only accept instructions from all account holders acting together. If this happens, all instructions must be given in writing and signed by each account holder. This means you'll be unable to use our Telephone, Mobile (including the B app) and online banking services.

Any account holder may be asked to pay back any money owing on the account and not just a share – this is known as joint and several liability. This means that each account holder is separately responsible for complying with these Conditions and is liable for all amounts owed on the account (whether or not they're aware of the debt).

You'll be sent your regular account statement to the account mailing address. If you need statements to be sent to other addresses too, please let the team at B know.

If there's a dispute between account holders, the team may ask permission from all account holders before processing your instruction. If this happens, you won't be able to use Telephone, Internet and Mobile Banking (including the B app) to give instructions.

If an account holder dies, instructions from the surviving account holder(s) will be processed and the account will pass into their names.

9. Changes that might be made to your account

The team at B may make changes to your account and these Conditions.

Changes to interest rates and fees

What we may do	When we'll tell you	What else you need to know
Change or introduce interest rates if they're more favourable to you.	We'll tell you no more than 30 days after the change.	Within three Business Days these changes will be posted on our website and in branch. Where there is a change to overdraft interest we will also put it in the press.
Change or introduce interest rates which are not favourable to you, or change or introduce fees (including a fee for a new account service or facility).	At least two months before we make the change, except for changes in relation to Planned Borrowing where we'll tell you 30 days before.	We'll write to you to tell you about these changes. You'll be given the option to close your account without being charged any fees to do so if you don't want to accept the change.

Changes may be as a result of changes to our costs for providing your account or to Regulatory Requirements. Changes may also be made for any other reason whether or not they're set out in these Conditions.

Regulatory Requirements mean any obligation we have to comply with:

- under any law or regulation (including rules made by the Financial Conduct Authority, the Prudential Regulation Authority or other regulatory body), or
- as a result of a decision by a court, ombudsman or similar body, or
- under any industry guidance or codes of practice that we follow.

If there's a change in an interest rate or fee because of a Regulatory Requirement, it'll be a fair proportion of the cost that we reasonably estimate we'll incur.

If a term is found to be inconsistent with a Regulatory Requirement published after we publish these Conditions, it'll be treated as if it did reflect the relevant requirement. If operational changes need to be made to fully comply with the requirement, the team at B will make them as soon as they reasonably can and update these Conditions when they're next amended.

Changes to other terms

If the team at B reasonably think it's to your advantage, your account may be upgraded or they may improve the services you receive at no extra cost.

These Conditions may also change if:

- (a) we reasonably believe the change would make them easier to understand, fairer to you and not to your disadvantage,
- (b) we'll be making reasonable changes to managing your account following changes in the banking and financial system, technology or the systems used to run the banking business (including introducing new systems or facilities),
- (c) we withdraw or replace a service, or
- (d) there's a change (or we reasonably expect there'll be a change) in Regulatory Requirements.

You'll be given two months' notice, except for any changes that have to be made sooner to follow Regulatory Requirements. Where changes are made for these reasons, you'll be able to close your account but you may lose interest and have to pay fees for any service provided. Please see section 10 'Closing your account' for further information.

Changes to additional benefits

If your account has additional benefits with their own conditions, you'll be given 30 days' notice if the team at B are making any changes or stopping your benefit.

You'll find information on changes to the B app in the Terms and Conditions for the B app and further information on changes to other additional benefits in their conditions.

Exchange rates

We can change any exchange rates the team at B use immediately and without letting you know in advance.

You can find the latest and historical Payment Scheme Exchange Rates at: mastercard.com/global/currencyconversion/index.html.

For Card Transactions made within the European Economic Area ('EEA') or in an EEA currency, you can find out the reference exchange rate by calling the team at B.

Other changes that might be made

These Conditions may be changed for any reason that isn't listed above, although if you don't want to accept the change you will be able to close your account without having to pay a fee to do so .

How you'll be told about changes

The team at B will tell you when any changes are coming into effect by writing to you. If you're given the option to close your account without charge before the change takes effect, the team at B will assume you've accepted the change unless you tell them before that date. If you choose to close your account, you won't be charged any fee to do so.

10. Closing your account

You can close your account, stop receiving any service or end this agreement completely by telling us. The team at B may ask you to confirm this in writing. When all your **B Current** accounts are closed, you'll no longer be able to access the B app and your **B Instant Savings** accounts will be closed or transferred to another instant savings account.

If, after opening the account, you change your mind, you can cancel this agreement and have your money returned without losing interest within 30 days (less any fee for any service provided), as long as you tell us within 14 days of receiving these Conditions. You can do this by contacting the team at B using the number provided in the 'Useful contact details' section.

After the 14 day window, you can then close your account at any time for any reason without charge. The team at B will forward any credit balance in your account to you after:

- you've told them that you want to close your account,
- you've returned or destroyed all unused cheques and cards, and
- you've repaid any money you owe us.

If you close your **B Instant Savings** account this will reduce the number of features you can use in the B app.

The team at B can close any or all of your accounts, stop providing you services or end this agreement by giving you two months' notice. If your account has any additional benefit, it'll end when the account closes.

It is possible to switch your **B Current** account. A number of banks now participate in the Current Account Switch Service (CASS), which is a free service for customers that lets you switch your current account from one bank or building society to another within seven days.

You can contact the team at B for a copy of the Current Account Switch Agreement. Before the account can be closed, you must repay any Planned or Unplanned Borrowing.

You can use the CASS to transfer any regular payments and the team at B will forward any payments someone tries to make into your old account to your new account. If you don't use the CASS, you'll need to cancel any regular payments yourself (such as telling any third parties you have Direct Debits or standing orders with) and the team at B will try to return any money sent to the closed account to the sender.

In some exceptional circumstances we may end this agreement, stop providing services or close your account immediately if the team at B reasonably believes that:

- you've seriously or persistently broken the Conditions,
- you've acted fraudulently or illegally or your account is being used for an illegal purpose or for criminal activity,
- you have or may soon become bankrupt (in these circumstances, we may offer you an alternative service),
- you've given us false information,
- you weren't entitled to open your account,
- you've inappropriately authorised a person to give instructions on your account,
- you may cause us to break a law, regulation, code or other duty, or
- you use threatening behaviour to any of our staff.

11. Mortgage offsetting

What is mortgage offsetting?

Mortgage offsetting is an arrangement under which you use a credit balance on your **B Current**, **B Instant Savings** account(s) and any other applicable accounts that are eligible for mortgage offsetting arrangements – we call these together 'Offset Accounts' – to set against a debit balance on an Offset Mortgage and reduce the interest payable on your mortgage.

An Offset Mortgage is a mortgage account held with us or Yorkshire Bank Home Loans Limited (YBHL) which you've agreed with us should be included in the mortgage offsetting arrangements.

You need to agree with us which accounts you'd like to include in the mortgage offsetting arrangement. You can group your Offset Mortgages and Offset Accounts together into an 'Offset Portfolio' which may be made up of:

- up to 6 Offset Mortgages, as long as the borrowers in each are exactly the same people,
- up to 6 Offset Accounts (any mixture of eligible savings and current accounts as long as they were all opened after 1 December 2014), or
- up to 12 Offset Accounts where any of them were opened before 1 December 2014 (of which up to 6 can be eligible savings accounts and 6 can be eligible current accounts).

Who's eligible for mortgage offsetting?

Mortgage offsetting arrangements are only available to personal customers who have an Offset Mortgage, whether with or without other borrowers.

All account holders must be borrowers under the Offset Mortgage. If at any time this condition isn't met, the team at B can close or change the account by giving you two months' notice.

Interest on your Offset Mortgage

These terms below amend any terms relating to credit interest at any time mortgage offsetting arrangements are in place on an account.

The interest you're liable to pay on the Offset Mortgage(s) and credited to your Offset Accounts within the same Offset Portfolio will be reduced for any day when there's a credit balance on any Offset Accounts.

At the end of each day, the interest for each Offset Portfolio will be worked out as follows:

- (a) the credit balance will be calculated based on the balance(s) on which interest would normally be available at the end of the Business Day,
- (b) then the difference between the total credit balance and total borrowing will be calculated,
- (c) if the total borrowing is more than your total credit balance, the team at B:
 - (i) won't pay interest for that day on the credit balance, and
 - (ii) will charge interest on the Offset Mortgage on the difference between the two balances at the interest rate(s) charged on the Offset Mortgage(s),
- (d) if your credit balance is the same or more than the total borrowing, the team at B:
 - (i) won't charge interest for that day on the Offset Mortgage(s), and
 - (ii) will pay interest on the difference between the two balances at the interest rate(s) which apply to credit balances on the Offset Accounts.

If you've several Offset Accounts and the credit balance is more than the total borrowing, the excess will be allocated to those accounts for the purpose of allowing interest in the following order:

- (a) according to interest rate allowed on the accounts – the highest interest rate to the lowest,
- (b) the account opening dates – latest to earliest, then
- (c) account number (highest to lowest).

If you have more than one Offset Mortgage and they're on different rates, they'll be offset in the most beneficial way to you. This will generally mean that the offset will be applied to the Offset Mortgage with the highest interest rate.

As well as the usual monthly statement you'll receive, you'll also get a summary statement each month to give you an overview of your Offset Account(s) and the Offset Mortgage(s) within any Offset Portfolio.

Withdrawing from your offsetting arrangement

You or any joint borrower/account holder can tell the team at B to withdraw your mortgage offsetting arrangement on any account at any time by writing at least 7 days in advance.

The mortgage offsetting arrangement can be withdrawn at any time. You'll be given at least 30 days' notice. Within the 30 days after the arrangement is withdrawn, you can either close your account without having to give any notice or pay any extra fees, or you can repay all or part of your mortgage without any early repayment fees.

Any notice given either by the team at B or by YBHL in relation to an Offset Account, Offset Mortgage or the mortgage offsetting arrangements generally should be treated as also being given on behalf of the other.

12. Keeping you and your account safe

You must keep to these Conditions and any other account and service conditions. You must keep all information and material you're given safe. This includes your passwords, passcodes, PINs, security devices, cards and cheque books.

Cheques

When writing cheques, start writing well over to the left hand side and draw a line through any blank spaces to stop someone else adding words or figures, or forging your cheque.

Your card and your PIN

You should sign your card as soon as you receive it and memorise your PIN. You can change your PIN to something more memorable at most ATMs but you mustn't choose a PIN that's easy for someone else to guess. Never let someone else use your PIN or do anything that would let someone else use it (for example writing it down and keeping it with your card). If you've added an additional cardholder, please make sure they know how to keep their card and PIN safe.

The team at B will only follow an instruction if they reasonably believe that it came from you, either in writing or in person, or your debit card was used, and they'll take steps to check this before processing it. If you think someone may use or has used your card or PIN, or your account, or that the security of your account has been or may be compromised in any other way, you must call the team at B as soon as possible. You must answer any questions you're asked about what's happened and provide any information requested, and this may be passed to the police.

If someone's taken money from your account because you haven't kept your PIN safe or secret or other account information secure, you may be responsible for any payments made as a result. You'll find more details in the 'What happens if something goes wrong' section.

Your calls may be recorded or monitored to ensure security and help maintain service quality. CCTV may be used in and around our premises to prevent and detect crime.

13. What happens if something goes wrong?

If you make a payment to an account at another bank and the account holder tells their bank they haven't received it, the money will be returned to your account.

But they won't do this if:

- your payment instruction was incorrect. The team at B will take reasonable steps to recover your money if the payment's gone missing but you may be charged a fee to cover the costs, or
- the team at B can show that the payment was actually received by the destination bank, in which case the other bank will be responsible for the payment.

If you didn't authorise a payment

You can ask for a refund if a payment wasn't properly authorised (for example, someone else made it). You must do this as soon as you can after the payment appears on your account or you become aware of the payment so the team at B can immediately put your account back as if it hadn't happened.

This includes paying back the money, refunding any fees and interest you've paid and paying you any credit interest in the normal way. After this has been done, you won't be able to make any further claims relating to the unauthorised payment. If the team at B later find you're not entitled to a refund, they'll take back the amount they refunded and recharge any fees and/or interest you owe.

You won't be given a refund and you may be responsible for all losses until the point you notify us of the loss or compromise, if you have either deliberately or by being grossly negligent failed:

- to keep your card and security details secure (in the ways we've mentioned), or
- to tell the team at B as soon as possible on becoming aware that your card or security details have been lost, stolen or misused.

You won't be asked to pay anything if your card was used to buy something over the internet or telephone so long as you've not acted fraudulently.

You won't be given a refund under any circumstances if there's evidence you've acted fraudulently.

If the payment amount wasn't specified

You can make a payment by agreeing that someone else can take money out of your account without you knowing how much the payment is going to be, for example when renting a car or booking a hotel room.

If the payment was more than you were expecting, you can ask for a refund if:

- you made the payment in the European Economic Area,
- your authorisation didn't specify the exact amount,
- the payment amount is more than you could reasonably have expected to pay, and
- you ask for the refund within eight weeks of the date the money left your account.

If you're eligible for a refund, you'll receive the money no later than 10 Business Days from the date the team at B receive your request or receive any further information the team at B asks for. Otherwise, and, within the same timeframe, you'll be told why you're not getting a refund.

If you didn't authorise a cheque

If any of your cheques have been lost, stolen or issued without your authority, you should let the team at B know as soon as possible. You may also have to let them know in writing. If you think a cheque has been paid without your permission, you'll be given a copy of the cheque and any questions you have will be dealt with as soon as possible. If your questions can't be answered within a reasonable time, the amount of the cheque (or the disputed amount, if less) will be returned to your account.

If the team at B later discover you weren't entitled to a refund, they may take back the refunded amount (or the disputed amount and any applicable interest, if less). You won't be given a refund for losses that are caused by abnormal or unforeseeable circumstances that are beyond our control.

Using the UK Direct Debit Scheme

If you make Direct Debit payments, you'll be given a Direct Debit Guarantee and those terms will apply instead of the terms above.

Payment errors

If the team at B are told that money has been paid into your account by mistake, we can take that money from your account without your consent. We'll only do this, however, if there are reasonable grounds to suspect the payment was paid into your account by mistake and if we're told of the mistake within a reasonable timescale.

The team at B will tell you as soon as we've done this to allow you to provide us with an explanation of events. If a reasonable period of time has elapsed and you've failed to satisfy us that you're entitled to the money, we'll return the payment back to the payer or paying bank. We'll do this even if this takes your account into Planned Borrowing but we'll act reasonably at all times and try to minimise any inconvenience to you.

14. Complaints

You should receive the best possible service while banking with B. However, if you're not happy with any product or service you've received, we would like the chance to put it right. Our complaint handling procedures are in place to deal with your concerns when things go wrong. You can contact the team at B (using the number in the 'Getting started' section), or your local branch in person or in writing. You can also get in touch with the complaints team at B whose up to date details can be found on the website or in the complaint handling leaflet which is available in branch.

If our complaints team is unable to resolve your complaint within eight weeks or you're not satisfied with their response, you can refer the matter to the Financial Ombudsman Service.

You can find further details on the Financial Ombudsman Service website: www.financial-ombudsman.org.uk. There's no fee for raising a complaint.

Their address is:
Financial Ombudsman Service
Exchange Tower, London E14 9SR

Or by phone: **0300 123 9 123** or **0800 023 4567**

If your complaint is in relation to products or services purchased online you can access the Online Dispute Resolution Platform (ODR platform). As this platform will ultimately re-direct your complaint to the Financial Ombudsman Service, you may prefer to contact us or the Financial Ombudsman Service directly in the first instance using the details noted above. Further details on the ODR service and access to the ODR platform can be found on their website www.ec.europa.eu/odr

15. General information

We won't be liable if we're unable to perform our obligations due directly or indirectly to:

- the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable, or
- our compliance with a UK or European Community law requirement.

We may at any time assign or transfer all or part of our rights under these Conditions (including our right to payment of any money you owe) and disclose to anyone who wants to take over those rights such information held about you 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.

You may not assign or otherwise transfer your rights under these Conditions unless we agree otherwise.

These or any other rights may be enforced at any time, even if we haven't insisted on strict rights in the past.

If your address when you take out this agreement is in Scotland, Scots law will apply to the contract between us. If your address is elsewhere, English law will apply.

These Conditions are written and available only in English and you'll be communicated with in English regarding any accounts.

Changes that might be made to your branch

If there are significant changes to opening hours, or your branch closes or moves, you'll be told in writing at least 2 months before with details of how you'll still receive your services.

We can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we'll also give you at least 2 months' notice.

Part 2

The B app

B app background

B is designed to be an intuitive digital banking service built into an app. It's available on compatible tablets and compatible mobile phones and has lots of smart tools, evolving as it learns, to help you take control of your money.

You will need both a compatible tablet and a compatible mobile phone to take full advantage of all the features of the B app, though other mobile phones can still be used to receive SMS alerts. B accounts can't be used for Business purposes.

B can be supported by a **B Current** account and **B Instant Savings** account or any other account we agree it can be used with.

The B accounts and services are provided by Clydesdale Bank PLC and Yorkshire Bank (which is a trading name of Clydesdale Bank PLC). When we refer to the "team at B", "we", "us" and "our"; we are referring to Clydesdale Bank PLC.

Getting started

These Terms and Conditions ('Conditions') cover use of the B app between you, the customer, and B, powered by Clydesdale Bank and Yorkshire Bank.

These Conditions work alongside the Terms and Conditions and the Tariff for B accounts or any other account we allow to be used with the B app. Terms used in your account conditions have the same meaning in these Conditions. If there's a conflict between these Conditions and your account conditions, your account conditions will take precedence.

You can find copies of these Conditions in the B app and online at: www.youandb.co.uk.

If you've any questions about these Conditions, please contact the team at B. You can get in touch by calling the team at B on 0800 121 7365.

You can call from overseas on +44 141 221 7300 (standard international rates will apply). You can also contact the team in writing at: Team at B, Timor House, Mariner Court, 8 South Avenue, Clydebank, G81 2NR.

Clydesdale Bank PLC is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register No. 121873. Clydesdale Bank PLC is registered in Scotland (no. SC001111). Registered office: 30 St Vincent Place, Glasgow G1 2HL.

1. Who can use the B app?

To use the B app, you must:

- have a **B Current** account or any other account we agree it can be used with,
- have a UK mobile number starting with 07, and
- sign up for Telephone and Internet Banking. You'll be given their Terms and Conditions separately when you sign up and you'll need to read these and make sure you stick to them too.

For details of the operating systems and example mobile and tablet devices ('Device(s)') supported by the B app, please visit: www.youandb.co.uk or read the frequently asked questions available from the Help Centre within the B app.

The team at B may change the supported versions of the operating system at any time and some features may not be available on all platforms or operating systems. You agree that you won't download the B app from anywhere other than a store approved by the team at B and your Device provider(s). You also agree that you won't install the B app on a rooted or jail-broken Device or on a Device that's had the software or hardware modified from the manufacturer's specifications or its security features bypassed.

To take full advantage of all the features of the B app you must hold both a **B Current** account and a **B Instant Savings** account. You will also need a tablet and a compatible mobile to access the full range of services. If you don't have both, certain features will not be available to you. For further information about device functionality please visit www.youandb.co.uk

You can only sign up with one mobile number at a time but you can use the same number to sign up for the B app on any additional Devices you'd like to use. Any SMS messages will be sent to you using this registered mobile number.

There may be a maximum limit on the number of Devices you can sign up to the B app and your Device may be automatically deregistered from the B app if you haven't used it to access the B app for a reasonable period of time. You'll be able to sign up to the B app again on that Device, as long as you're within the maximum number of Devices allowed.

If you have joint accounts

All joint account holders can independently use the B app to make payments or transfers from their joint accounts, set up tags, create budgets and create savings pots. If payees (what we call the person, charity, company or other organisation you're paying) are created on joint accounts using the B app, all account holders will be able to view, use, amend or cancel them if they have an account which can be used with the B app and have a separate Device to access the B app.

2. How to transfer money between your accounts and make payments

After you confirm your 'Security Details' (these include your passcode on your registered Devices needed to log in and your B password, which you'll need to perform certain functions within the B app), you can use the B app to transfer money between any accounts that can be used with the B app.

You can also pay other people from the B app and save them as a payee for future use. You can view, add or change your payee details via the B app. Any new payees you add or changes you make via the B app won't show on Telephone Banking or Internet Banking so you'll need to add their details to these services separately.

You can make payments by using the payee's account number and sort code, and any other information you're asked for. You may be asked for the account name (this is sometimes part of B's security checks) but it won't form part of the payment instruction or be checked to see if it matches the account name linked to the account number and sort code.

The team at B may introduce facilities that will allow you to make payments using the Paym service. If you've signed up to use this service, you may be able to make payments using just the payee's mobile number if they're also signed up to receive payments via Paym. If introduced, you'll find Paym Terms and Conditions on the B app or at: www.youandb.co.uk.

You can instruct a payment or transfer and confirm on-screen when asked. Once you've instructed the B app to do this, unless it is future dated, you won't be able to cancel it.

Payments or transfers will be made from your account if:

- you've instructed the payment in a way agreed in these Conditions,
- it can be processed internally by the team at B or using the Faster Payment Service,
- it's not more than the limit set for the type of payment, and
- the payment is in line with your account conditions.

When will the payment be processed?

If you make a payment in sterling to a payee with a UK bank account, this will either be processed using internal systems where possible or using the Faster Payments Service (apart from certain regular payments such as Direct Debits, Bank Giro Credit slip or card payments). If it's not possible to make a payment, the team at B will tell you and you can discuss alternative ways to make the payment.

Most payments will be processed, taken from your account and received by the payee on the same day (and usually within two hours) if you make the instruction before the cut-off time on 'Business Days' (which means weekdays but not Bank Holidays). Payments instructed after the cut-off time or on non-Business Days will be processed on the next Business Day but will show as having been taken from your account immediately and may be received by the payee that day.

Transfers will be processed immediately unless they are future dated.

If you ask us to make the payment or transfer on a future Business Day, it will then be processed, taken and received by the payee on that date. Future payments or transfers instructed for non-Business Days will be processed on the next available Business Day and will be taken from your account and received by the payee that same day.

However, in certain circumstances, payments may not be made until the next available Business Day, for example if the team at B need to check certain details of the payment with you.

You may not be able to make a future dated payment or transfer for the next Business Day within the B app if you've passed the cut-off time. If this happens, the team at B will let you know and you can either make the payment or transfer that Business Day or wait until the next Business Day to do it instead.

Your payment may be refused or delayed for the reasons set out in your account conditions. The team at B may also refuse to make payments to payees or ask you for more information in the B app if the amount you're trying to pay is higher than the limits applied to those types of payments. These limits are set to protect your accounts and us.

3. Fees

If you use the B app to make payments or transfers to other accounts from your Credit Card account, these will be treated as Cash Advances and you'll be charged the Cash Advance Fee shown in your Credit Card agreement.

There may also be other fees imposed by your communication services (e.g. mobile network or Wi-Fi) provider for using the B app and receiving 'Alerts' (such as emails, push notifications and SMS messages) to your Device whether in the UK or abroad.

4. How money management can help you

There are several money management features in B (such as tagging and savings pots) that use intelligence and insight from your day-to-day activity to give you even more control of your money and help you reach your goals, however big or small they are. The information that B gives you is based on some general rules developed through market research and the information provided by you.

These features are designed to assist you in achieving your goals and any future projections given are a view on what we think your finances might look like at a point in time based on the information available to us.

5. Keeping you up to date

You'll receive Alerts to the mobile number, e-mail address or Device registered if the team at B feels it's appropriate to communicate with you. Depending upon the type of Alert, you may be able to opt in or out or choose within the B app how you want to be communicated with.

Sometimes it may be necessary to communicate with you via an appropriate channel without giving you the option to turn it off or to choose how you'd like to receive it.

6. Keeping your account safe with the B app

Once you've signed up to use the B app on your Devices, you'll need to create a unique passcode to give you access to the B app wherever you are, for use across all Devices you sign up with. If you change your passcode on a Device, it'll also change your passcode on any other Devices you use.

You will also need to use your B password (which is the same password used to access the Internet Banking service) to perform certain functions within the app.

As long as your Security Details have been checked to confirm that you are who you say you are, the team at B will assume they're dealing with you and will usually act on any instruction you give without asking for further confirmation.

You agree:

- not to give your Security Details to anybody (even if it looks like the team at B may have asked you for it),
- not to write down your Security Details,
- to make sure no-one else sees you enter your Security Details when you're using the B app,
- to keep your Device safe,
- to delete or uninstall the B app from your Device before you dispose of the Device,
- to keep your Device up to date with the latest operating system,
- to follow all instructions or Alerts about security which you are sure have come from us, and
- to check your account records carefully.

You should also lock your Device with a PIN or password to prevent any unauthorised access to your Device, and install anti-virus or anti-malware software.

When you need to get in touch

You must call the team at B as soon as you can if:

- someone else knows your Security Details (or you think they may do),
- you see any mistakes or unauthorised payments in or out of your account,
- you think someone else has or has tried to get into your account, or
- your mobile, tablet or computer that you sync your Device to has been lost, stolen or fraudulently accessed.

If any of the above happens, you should:

- change your B app passcode from within the B app using another registered device,
- change your B password or Internet Banking Security Details by using the Internet Banking Service, and
- change your Telephone Banking Security Details by calling the team at B.

The team will never ask you to give your Security Details so please don't share them with anyone, even if they say they're from the team at B or from Clydesdale Bank or Yorkshire Bank.

Getting out of the B app

Always exit the B app by clicking 'Log out' on the menu. This will stop anybody using your Device after you've accessed your account information. When you've been logged in but haven't done anything for a while or if you've been using the B app for more than 60 minutes, you'll be automatically logged out.

7. What might change in the B app?

When you sign up with a Device or install the B app you must accept the Conditions for using the B app.

The B app may be updated without changes to these Conditions and the team at B will use Alerts to tell you about those changes and you should log into your B app regularly to check what's changed.

The B app may also be updated in a way that makes a change to these Conditions. If that happens you'll be told in writing at least two months before the change is made, unless it has to be changed sooner to meet a regulatory requirement such as any law, regulation, 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).

Sometimes when the B app changes, you may need to download the updated version and accept the Conditions before you can continue to use it.

If you don't agree to the changes, you can delete or uninstall the B app from all of your Devices and stop using it whenever you like. Unless you choose not to accept the change and delete or uninstall the B app from all your Devices before the change is made, the team at B will assume you've accepted the change.

The team at B may stop you using the B app immediately if:

- your account or the B app's security is at risk,
- they suspect there's unauthorised or fraudulent use, or
- there's a risk that you won't be able to repay any credit you've been given.

If you're stopped from using it, you'll be told beforehand or immediately afterwards.

The team at B may stop you from using the B app for any other reason by giving you two months' notice.

Access to the B app may be removed if:

- you're made bankrupt or you enter into a voluntary arrangement with the people you owe money to,
- you seriously and persistently breach these Conditions,
- the team at B reasonably believes that someone else may have rights over the funds in the account, for example another joint account holder and there's a dispute, or
- the account is closed.

Your right to cancel

You can cancel your agreement at any time by uninstalling the B app from all your Devices.

8. Who's responsible for what?

The B app and any services it performs or provides are supplied 'as is' and 'as available' and without any warranty, to the extent permitted by applicable law. The team at B is not responsible for any services either express, implied or statutory, including, but not limited to, the implied warranties and conditions it's supplied under and whether it's fit for purpose, relating to its accuracy, adequacy of quiet or peaceful enjoyment and non-infringement of third party rights.

The team at B do not warrant that there'll be no interference with your enjoyment of the B app or that its functions and services will meet your requirements or be free of errors and defects.

The team at B won't be liable to meet the obligations in these Conditions due directly or indirectly to:

- any machine, data processing system or transmission link that fails under abnormal or unforeseeable circumstances,
- your service failing, or being unable to connect to broadband, internet or a Wi-Fi network, or
- a requirement from UK or European Community Law that the team at B has to comply with.

We do not accept any liability from your use of the B app. No liability arising from the use of the money management features, including future projections, in the B app is accepted. The assumptions used in the money management features are based on your historic behaviour and only infer your future actions. Any illustrations, projections and the automatic classification of any transactions are indicative only and will be based on the information provided by you and available on your past transactions. Nothing contained within the B app will constitute advice.

If you make a payment to an account at another bank and the account holder tells their bank they haven't received it, the money will be returned to your account. But they won't do this if:

- your payment instruction was incorrect. The team at B will take reasonable steps to recover your money if the payment's gone missing but you may be charged a fee to cover the costs, or
- the team at B can show that the payment was actually received by the destination bank, in which case the other bank will be responsible for the payment.

For full details of how unauthorised transactions will be treated and what your liability may be, see below and your account conditions.

If you didn't authorise a payment

You can ask for a refund if a payment wasn't properly authorised (for example, someone else made it). You must do this as soon as you can after the payment appears on your account or you become aware of the payment so the team at B can immediately put your account back as if it hadn't happened. This includes paying back the money, refunding any fees and interest you've paid and paying you any credit interest in the normal way. After this has been done, you won't be able to make any further claims relating to the unauthorised payment. If the team at B later find that you're not entitled to a refund, they'll take back the amount they refunded and recharge any fees and/or interest you owe.

You may be responsible for paying up to £50 towards any unauthorised payments made if you haven't kept your Device or Security Details safe.

If unauthorised payments have been made from your account and you have either deliberately or by being grossly negligent failed:

- to keep your Device or Security Details secure (in the ways mentioned in the 'Keeping your account safe with the B app' section), or
- to tell the team at B 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 the team at B that the Device or Security Details have been compromised or misused.

You won't be asked to pay anything if your Device was used to buy something over the internet so long as you've not acted fraudulently.

You won't be given a refund in any circumstances if there's evidence you've acted fraudulently.

9. The licensing behind the B app

Clydesdale Bank PLC is responsible for all of the content within the B app and for dealing with any claims between you or any third party in relation to the B app licence. This includes, but isn't limited to, claims relating to:

- the performance of the B app,
- the B app not conforming to legal requirements, or
- these Conditions.

You must not copy, modify, alter or adapt any part of the B app itself, any material or information contained within the B app or any software or source code used by, or within, the B app, unless you are invited to do so within the B app.

You must not remove or tamper with any copyright notice attached or contained within the B app. You also agree that all ownership of the B app remains with Clydesdale Bank PLC.

You must not assign, transfer, sell, lease, license, rent, make available to a third party, charge or otherwise deal with the B app.

The licence begins when you install the B app on your Device and will terminate automatically when:

- you uninstall the B app on all your Devices,
- we end your use of the B app, or
- you fail to comply with these Conditions.

By downloading and installing the B app, you are deemed to have accepted the terms of this licence. The licence will continue until it's been terminated in accordance with these terms.

You acknowledge that Clydesdale Bank PLC has intellectual property rights in the software and source codes used by the B app.

You acknowledge that no third party will have any rights under these terms except for those who are third party beneficiaries of the licence to use the B app and have the right to enforce those conditions against you. These may include:

- your mobile Device provider,
- Apple, and Apple's subsidiaries,
- your communication services provider,
- and any provider of the hardware or software your mobile Device uses.

Third party software

Portions of the B app utilise open source software. The terms of any open source licence covering the software may override some of these Conditions. For more information (including applicable licence terms), please visit: www.youandb.co.uk

10. Everything else you may need to know

When you use the B app, you must also make sure you comply with all of your mobile and communication services providers' terms.

You can usually use the B app, including Alerts, at any time but sometimes repairs, updates and maintenance on B systems and those of B's suppliers may mean some of the features may be slower than normal or temporarily unavailable. The team at B won't always be able to let you know when the B app won't be available and as a result, you may not be able to receive your requested Alerts.

You accept that no third party (such as your Device provider, communication services provider or the hardware or software providers) is responsible for the B app or any of its maintenance and support.

If your address when you take out this agreement is in Scotland, Scots law will apply to the contract between us. If your address is elsewhere, English law will apply.

These Conditions are written and available only in English and you'll be communicated with in English regarding these Conditions and the B app.

Eligible deposits with Clydesdale Bank PLC are protected by the Financial Services Compensation Scheme, the UK's deposit protection scheme. This limit is applied to the total of any deposits you have with Clydesdale Bank and Yorkshire Bank. Any deposits you hold above the limit between these brands are unlikely to be covered. B is part of Clydesdale Bank and is therefore not a separate entity for the purposes of this scheme. Please ask for further information or visit: www.fscs.org.uk

11. Information about you

You'll receive Alerts using the numbers and email addresses you've given. You may also receive messages from the team at B about products and services that you may find interesting. If you decide you don't want to receive marketing communications, just write a letter to the address on your B account statement, call the team at B or visit your local Clydesdale or Yorkshire Bank branch. You can find out more about how your data will always be looked after in the Privacy Policy at: www.youandb.co.uk

Need to tell the team at B something?

You can send important notices, certificates, consents, approvals and other communications in writing to Timor House, Mariner Court, 8 South Avenue, Clydebank G81 2NR or over the phone unless the team at B tells you otherwise or it's specified in these Conditions.

12. Complaints

You should receive the best possible service while banking with B. However, if you're not happy with any product or service you've received, we would like the chance to put it right. Our complaint handling procedures are in place to deal with your concerns when things go wrong. You can contact the team at B (using the number in the Getting started section), or your local branch in person or in writing. You can also get in touch with the complaints team at B whose up to date details can be found on the website or in the complaint handling leaflet which is available in branch.

If our complaints team is unable to resolve your complaint within eight weeks or you're not satisfied with their response, you can refer the matter to the Financial Ombudsman Service.

You can find further details on the Financial Ombudsman Service website: www.financial-ombudsman.org.uk. There's no fee for raising a complaint.

Their address is:

Financial Ombudsman Service
Exchange Tower, London E14 9SR
Or by phone: **0300 123 9 123** or **0800 023 4567**

If your complaint is in relation to products or services purchased online you can access the Online Dispute Resolution Platform (ODR platform). As this platform will ultimately re-direct your complaint to the Financial Ombudsman Service, you may prefer to contact us or the Financial Ombudsman Service directly in the first instance using the details noted above. Further details on the ODR service and access to the ODR platform can be found on their website www.ec.europa.eu/odr

13. Extra terms and conditions for Apple devices

If you're using the B app on an Apple Device, the following Terms and Conditions will apply. If there is a conflict between the conditions below and the earlier conditions, these conditions will prevail. If there's a conflict between these conditions and the App Store Terms of Service, the App Store Terms of Service will prevail.

You acknowledge and agree that the licence granted to use the B app in these conditions extends to you and B and that Apple is not responsible for the B app and its content.

You acknowledge and agree that, as well as complying with these conditions, you'll comply with the Usage Rules in the App Store Terms of Service.

You acknowledge that Apple is not responsible for providing any maintenance and support for the B app.

If the B app fails to conform to warranty provisions, you may notify Apple and Apple may refund the purchase price of the B app (if applicable) and to the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever to the B app and any other claims, losses, liabilities, damages, costs or expenses from the B app's failure to conform to its warranty.

You acknowledge and agree that Apple isn't responsible for addressing any claims that you or any third party may have on the B app, or your possession and/or use of the B app, including (but not limited to):

- **product liability claims,**
- **failure to conform to the warranty, and/or**
- **claims under consumer protection or other relevant legislation.**

You acknowledge and agree that in the event of any third party claim that the B app and/or your possession and use of the B app infringes its intellectual property rights, Apple shall have no liability and/or responsibility whatsoever to investigate, defend, settle or discharge any such claim.

You agree that you don't live in a country that's subject to a US Government embargo or that has been designated by the US government as a terrorist supporting country. You also agree that you're not listed on any US Government list of prohibited or restricted parties.

"Apple" is a trademark of Apple Inc.

14. General information

We may at any time assign or transfer all or part of our rights under these Conditions (including our right to payment of any money you owe) and disclose to anyone who wants to take over those rights such information held about you 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.

You may not assign or otherwise transfer your rights under these Conditions unless we agree otherwise. These or any other rights may be enforced at any time, even if we haven't insisted on strict rights in the past.

youandb.co.uk

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