OXBURY BANK PLC

DEPOSITS GENERAL TERMS & CONDITIONS

Date effective from 17 August 2026

Oxbury Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority with Financial Services Register number 834822. Registered in England and Wales (Registered Number 11383418). Registered Office: Gorse Stacks House, George Street, Chester, CH1 3EQ. VAT Registration Number GB 411 9831 06.

Date effective from 17 August 2026

WELCOME TO YOUR OXBURY ACCOUNT

Welcome

This introduction is designed to help you understand how to read the terms and conditions that apply to your relationship with us.

This agreement is between you and us. Our contract with you is made up of the following documents:

> **General Terms:** This document contains the general terms and conditions that govern our relationship with you and the bank account products you take out with us. This document has two parts:
>
> > **Part A:** These terms will always apply to our relationship.
> >
> > **Part B:** These terms will only apply if your product involves regulated "payment transactions". We'll let you know when Part B applies to our relationship.
>
> **Product Summary:** This contains the terms and conditions relating to the type of product(s) you have taken out with us.

When we refer to our "**agreement**" or the "**terms and conditions**", we mean the documents described above. You should make sure you read our agreement carefully and ask us if you have any questions.

When we use "**Oxbury**", "**we**", "**us**" or "**our**", we mean Oxbury Bank Plc.

When we use "you", this is a reference to the named account holder or account holders (that is, the person or people we've opened an account for). In the case of a **business customer**, "**you**" also refers to **users**.

You will see other documents referred to throughout these terms and conditions. These documents don't form part of our contract with you, but they do contain important information about our relationship. You can find these documents at www.oxbury.com.

If you'd like us to post paper copies of this agreement or any other documents to you, please email your request to savings@oxbury.com or contact us using either Oxbury Online Banking or the Oxbury App. We may, in some circumstances charge a fee for this.

Your Oxbury Account

You can apply to open a new **account** with us by completing the online application form via our Website, or if you're an existing Oxbury customer, through **Oxbury Online Banking** or the iOS **Oxbury App.**

To open an account with us, you must be:

- In the case of **personal customers**, be 18 years old or over and a UK resident.
- In the case of **business customers**, a sole trader, partnership, limited company or co-operative society. We don't accept deposits from some types of businesses, such as charities or non-UK companies – please contact us to find out if you're eligible.
- In the case of trust accounts, the trustee; 18 years old or over; and a UK resident (and not a "US Person" unless we agree otherwise in writing). The trust must be established under the laws of England and Wales, Scotland or Northern Ireland; be registered with the HMRC Trust Registration Service ("**TRS**"); and not be an Unregulated Collective Investment

Scheme. You must provide us with all information that we may require regarding the trust and the identity of trustees and beneficiaries as set out in the relevant product summary, application form or which we otherwise request. We may, in our discretion, accept certain overseas trusts subject to additional due diligence requirements.

There are four types of savings **accounts** you can open with us: a **Fixed-Term Savings Account, a Fixed-Term Bond Account**, a **Notice Account** and an **Easy Access Account**. More information about these types of **accounts** is contained in the **Product Summary** and is also available at www.oxbury.com.

Please note we can refuse to open an account without giving any reason. There will not be any contract between you and us until we have opened an account.

How to read your agreement with us

Words shown in **bold** have specific meanings. These are explained in the glossary at the end of Part A.

If you're reading these terms online, you can click through to the websites and documents referred to by clicking on underlined words.

As you know, there are various conditions that apply to your relationship with us and the **accounts** you have with us. We will apply the terms in the following order:

- First, the **Payment Transactions Terms** in Part B of the **General Terms**.
- Second, the **Product Summary**.
- Lastly, the terms in Part A of the **General Terms**.

This means if there is a conflict between something set out in the **Payment Transactions Terms** and something in the **General Terms**, we'll follow what the **Payment Transactions Terms** say.

Your responsibilities

These terms and conditions contain important information about your responsibilities. In particular, you must:

- Keep your contact details up to date, check your **Oxbury Inbox** regularly, and respond to all our messages when we ask you to. It's a breach of this agreement if you fail to do this.
- At all times, comply with laws and regulations that apply to you.
- Ensure your tax affairs are in order. See Section 6.2 for more information.
- Keep your account secure and call us immediately if you become aware of or suspect fraud or unauthorised activity. See Section 5 for more information.
- If a trustee, ensure any deposit or withdrawal is permitted by the trust deed and applicable tax legislation.
- If a trustee, provide us with updated TRS confirmations on request.

Keeping in touch

Your Oxbury **account** is designed to be an online product. This means most of our communications to you will be through **Oxbury Online Banking**, the **Oxbury App** or email. You must ensure you have access to **Oxbury Online Banking** and the **Oxbury App** and provide us with a current email address.

If you need to speak to us, you can send us a message at any time via **Oxbury Online Banking** or through the **Oxbury App**. We'll aim to get back to you during the next working day.

There may be circumstances where we will accept messages from you via email, **public webchat** or telephone, we will only act on the message where we can verify your identity and confirm you have the authority to provide instructions on the account. If we need to speak to you or let you know about something, we'll usually send a message by **Personal Electronic Message**, which will usually either be:

- an email to the email address you have provided or
- a message to your **Oxbury Inbox**, which you can access via **Oxbury Online Banking** and in the **Oxbury App**. We may use in-App and push notifications if you've enabled this feature on your mobile device. It's important that you monitor your **Oxbury Inbox**.

If we need to contact you in another way, we'll use the most up-to-date contact details we have on our records. It's important that you keep your personal details up-to-date so we can stay in touch with you. If you don't let us know when your details change, we won't be responsible if you miss important information from us.

We will, at least annually, provide you with an account statement in Oxbury Online Banking and the Oxbury App and let you know by Personal Electronic Message when it is available.

We will always communicate with you in English.

You should be aware that we may monitor or record phone calls to make sure we've followed your instructions properly and are meeting regulatory requirements, to improve our service, and to help us detect and prevent fraud or other crimes.

PART A: GENERAL ACCOUNT TERMS

1. USING YOUR ACCOUNT

1.1 Accessing and managing your account

You can access and manage your **accounts** with us via **Oxbury Online Banking** or the **Oxbury App**. See Section 11 for more information.

We'll keep a record of your transactions and you'll be able to see your activity in **Oxbury Online Banking** or in the **Oxbury App**.

1.2 Your instructions

You can send us instructions in relation to your **account** via **Oxbury Online Banking** or the **Oxbury App**.

We'll assume that we're dealing with you and that you've authorised us to take action if you (or your **appointed user**) have used your **security details** to log-in to **Oxbury Online Banking** or the **Oxbury App.** Sometimes we might ask you to reconfirm these details when you send us an instruction.

We'll act on your instructions, unless:

(a) We think that it wasn't you who gave us the instruction.

(b) We reasonably suspect fraud or criminal activity.

(c) Your instructions are unclear or incomplete.

(d) Your instructions might cause us to breach a legal or regulatory requirement.

(e) They might cause you to breach a legal requirement or your agreement with us.

We might also refuse to act on your instructions if we're required to for legal reasons, or where you've breached your agreement with us.

We'll let you know as soon as possible if we have refused to act on your instructions, unless we're not allowed to for legal reasons.

1.3 Instructions from your email address, webchat or telephone

There may be circumstances where we will accept instructions from you via email, **public webchat** or telephone, where you cannot reasonably contact us using Oxbury Online Banking or the Oxbury App. We will only act on the instruction where we can verify your identity and confirm you have the authority to provide instructions on the **account**.

1.4 Instructions from third parties

We'll also act on instructions given from someone else on your behalf if:

(a) You've given the other person a power of attorney.

(b) A court or other competent authority has appointed another person to act on your behalf.

2. JOINT ACCOUNTS: PERSONAL CUSTOMERS

This section only applies to **retail customers**.

2.1 **Overview**

If you are a **retail customer**, you can open a joint account with another person. When you open a joint account, we'll send any notices or other communications to each account holder. Each joint account holder will need to set up their own **security details**.

You can both give us instructions on your own. This means that if one of you sends us an instruction, including to withdraw the full balance of your deposit or to close the **account**, we will act on it without checking with the other account holder first.

You are each separately responsible for complying with the terms and conditions and will both be fully responsible for any money which may become due to us under them. This means we have the right to demand payment of the full amount of any money owed to us, not just a share of it, from either one of you, and to take action against both or either of you.

2.2 **What happens if the relationship between joint account holders changes or ends?**

If you want to change a joint account to an account in just one name, or to change one of the account holders, you must both agree to this. If this happens, we may need to close your **account** and open a new one.

If one of you dies, we will transfer the money in your **account** into the name of the remaining joint account holder and the **account** can either remain open in the name of the remaining account holder and continue to run for its contractual period or, you can request to close the **account**. We may ask you to give us documentary evidence of this before we're able to complete the transfer. You should also note that this transfer and the rights of the remaining joint account holder may be subject to claims from others that can be made under the laws of succession that apply to the estate.

3. **TRUST ACCOUNTS**

3.1 You acknowledge and confirm that:

(a) You are authorised to open and operate this account on behalf of the trust

(b) All trustees will comply with their fiduciary duties and legal obligations

(c) Funds deposited belong to the trust and not to you personally

(d) You will notify us immediately of any changes to trustees, beneficiaries, or trust deed or related terms

(e) You will provide updated information when requested for our legal and regulatory compliance

3.2 Trustees' joint authority

(a) All trustees are joint Account holders and are jointly and severally liable for all obligations to us.

(b) Unless your trust deed or mandate states otherwise, we may act on the instructions of any ONE Trustee.

(c) You must tell us immediately when a trustee dies, retires, becomes incapacitated, or a new trustee is appointed. We may ask for the deed of retirement/appointment and updated TRS evidence before allowing further withdrawals.

4. MULTIPLE-USER ACCOUNTS: BUSINESS CUSTOMERS

This section only applies to **business customers**.

When you open your **account** with us, you must nominate someone at your business to be the **principal account holder**. The **principal account holder** will have full permissions to manage the account. They can also add and remove other individuals as **appointed users**, manage the permissions of **appointed users** and set mandates for specific activities. Each **user** will need to set up their own **security details**.

You will be responsible for the actions of each **user**. Each **user** can give us instructions on their own in line with the mandates put in place by the **principal account holder**. This means that if one **user** sends us an instruction in line with a mandate, including to withdraw the full balance of the deposit or to close the **account**, we will act on it without checking with the other **users** first.

5. KEEPING YOUR ACCOUNT SECURE

When you open your **account** with us, you'll set up **security details** for your **account**. You'll need to use these security details to log-in to digital banking. Details of how to change your **security details** will be available online.

You'll also need to choose and set up **security details** for the **Oxbury App** that will be stored on your mobile device, including biometric data if this is your choice of security. You shouldn't allow this feature if you share your mobile device with someone else and their biometric data is also saved on the device and if you do enable this feature, then you should be aware that they will also be able to log-in to the Oxbury App and we will assume that their instructions have come from you.

You must keep your account details and **security details** safe. We expect you to take the following precautions:

(a) Always take reasonable steps to keep your **security details** secret at all times.

(b) Never tell anyone what your **security details** are, not even your joint account holder, another **user**, our staff or the police.

(c) Be aware of scams designed to trick you into sharing your security details or other information that could be used to defraud you. We'll never ask you to share your security details with us.

(d) Memorise your **security details** immediately and don't write them down.

(e) Check your **account** and your statements regularly.

(f) Log out of **Oxbury Online Banking** and the **Oxbury App** when you're finished using them.

(g) Keep any devices you use to access **digital banking**, including your phone and laptop, secure.

You must call us immediately, and not later than 13 months after the event, on 01244 735030 if you become aware or suspect that there is unauthorised or fraudulent activity on your account, if you think anyone else has your security details, or if you think someone has accessed or tried to access your account through digital banking.

You must give us any information you have regarding the circumstances of the unauthorised or fraudulent use. You agree that we can give this information to the police or other authorities if they think it's relevant to help prevent or control fraud.

If you inform us that you have been a victim of Authorised Push Payment (APP) fraud, we will comply with the Payment Systems Regulator mandatory reimbursement rules and timescales, taking into consideration the Consumer Standard of Caution.

6. INTEREST RATE AND CHARGES

6.1 Interest rate and charges

The interest rate and any charges that apply to your account are set out in the **Product Summary**. The **Product Summary** also contains details about how we calculate and pay interest.

You should be aware that we can change the amount of charges and the interest rate in some situations – see Section 7 below.

6.2 Tax

You're responsible for making sure you meet your tax responsibilities (e.g. filing tax returns, paying tax and complying with tax laws and regulations generally).

Where we are required to, we will share your information with UK or overseas tax authorities. This may include Common Reporting Standard (CRS) and Foreign Account Tax Compliance Act (FATCA) reporting.

No liability is accepted in relation to any loss arising from actions taken to ensure compliance with FATCA and CRS reporting obligations, unless that loss is caused by gross negligence or fraud.

6.3 Set off

If you owe us money, then we can set off and/or retain and apply amounts you hold with us in any account against the money you owe us. We'll only do this if we think it's reasonable, taking into account any legal or regulatory requirements and your circumstances. If you're a **retail customer**, this will include considering whether you'll still have enough money to meet essential living expenses.

Where your account is a joint account, our right of set-off allows us to take money in your account to pay:

- a debt owed to us by one or more of the account holders; or
- a debt owed to us by one or more of the account holders and someone else together.

Trust Accounts – no set-off against personal debts

We will not exercise any right of set-off, combination or lien against a trust account in respect of any liability owed to us by a trustee in their personal capacity (or by any employer of a pension scheme). Our rights of set-off apply only to debts properly incurred by the trustees as trustees of that trust.

7. CHANGING OUR RELATIONSHIP

7.1 Changes we can make

From time to time, we can change the terms of our agreement with you. This includes making changes to the general terms and the **Product Summary**, changing the interest rate (unless you have a Fixed-term Bond Account or Fixed-Term savings account) or the charges (including introducing new charges).

If you don't like a change we've made, you can close your **account** at no cost by giving notice in line with the **Product Summary**. See also Section 8 below.

If you don't choose to close your **account**, then you'll be taken to agree to the change.

The table below explains what changes we can make.

Changes we can't control	**Changes to our business**
We will respond proportionately to: • changes (or anticipated changes) in the law, including changes to legislation, regulations, industry guidance, codes of practice or to respond to a decision of a court, regulator or an ombudsman • changes to our reasonable costs in providing you with services • changes in the Bank of England base rate and other market rates	We will make changes that are reasonable to: • reflect improvements to the service we provide to our customers, including where we introduce new products or services • reflect changes in technology or the systems we use to provide services to you • maintain or improve the security of our products • make our agreement with you fairer or easier to understand • correct mistakes, ambiguities, inaccuracies or omissions where it won't make you worse off • protect our financial strength for the benefit of our customers

We may need to make changes for an unforeseeable reason that isn't included above. If we do this, we'll explain the reason when we tell you about the change. Any change we make will be proportionate in the circumstances.

7.2 **Telling you about the change**

We'll let you know about changes to the **terms and conditions** by sending you Personal Electronic Message. The table below explains how much notice we'll give you.

Type of change	When will we tell you?
Increasing the interest rate Decreasing the interest rate where your account balance is less than £100 Changes to other terms that are in your favour or don't make you worse off	As soon as possible after the change takes place
Decreasing the interest rate (unless your account balance is less than £100)	At least 14 days in advance
Changes to other terms that may not be in your favour	At least 2 months before the change takes place If you have a **Notice Account** with a notice period of more than 2 months, the notice we will give you will be 2 months plus the length of your notice period. This is to make sure you have time to close your **account** if you're not happy with the change.

8. **CLOSING YOUR ACCOUNT**

8.1 **When you want to close an account**

The **Product Summary** document explains how and when you can close your **account**. You should be aware that there may be a fee for closing your **account** before the end of the term or an early withdrawal charge. See the **Product Summary** for more information.

In the event of the death of the account holder, following receipt of the necessary legal documents (grant of probate or letters of administration), we will pay the amount in your **account** (including accrued interest) to either the beneficiary or personal representatives of the beneficiary of your estate.

8.2 **Where we can suspend or close your account**

We can close your account at any time by giving you 60 days' notice.

We can also suspend or close your account immediately in the following situations:

(a) We're required to by law.

(b) You have given us information that is false or misleading.

(c) We reasonably believe that you have seriously or persistently broken the terms of our agreement with you. This includes where you've broken the terms of our agreement and have failed to remedy the breach in a reasonable time.

(d) You stop being a UK resident or a UK tax resident, or you become a "US person". If you're not sure about whether this applies to you, you should contact us to find out more.

(e) If you are a **business customer**, your directors or beneficial owners stop being a UK resident or a UK tax resident or become a "US person". If you're not sure about whether this applies to you, you should contact us to find out more.

(f) We reasonably believe you are using, or have allowed someone else to use, your **account** illegally or for criminal activity (including receiving proceeds of crime), or that you have committed or are attempting to commit fraud against us or someone else.

(g) You inappropriately authorise a person to give instructions on your **account** or to operate it on your behalf.

(h) You behave in a way that makes it inappropriate for us to maintain your **account** (for example, by abusing our members of staff).

(i) Maintaining your **account** might expose us to action or censure from a government, regulatory body or law enforcement agency.

(j) If you are a **business customer**, the nature or purpose of the entity originally approved to operate the **account** has changed.

(k) Where you are a trustee:

(a) we reasonably believe the trust is being operated outside the terms of the trust deed;

(b) there is a dispute between trustees that prevents proper operation of the account;

(c) we are not provided with required information about beneficiaries when requested;

(d) the trust appears to be used for purposes other than those stated in the trust deed;

(e) a trustee is removed or disqualified from acting;

(l) There is a material change in your circumstances and we consider the risk of continuing to operate your **account** to be inappropriate.

We'll give you notice as soon as possible that we're suspending or closing your **account** and tell you why (unless it would compromise our reasonable security measures or would be unlawful).

We will not treat a change of trustee as a breach. On receipt of acceptable documentation of appointment/retirement and updated TRS evidence we will update the account. Where only one trustee remains, we may suspend withdrawals until a second trustee is appointed, unless the trust deed allows a sole trustee to act.

8.3 **What happens when your account is closed**

When you decide to close your **account**, we'll take the steps set out in the **Product Summary**.

8.4 **Inactive accounts**

We will consider your account to be inactive in the following situations:

Type of account	Inactivity
Fixed-Term Savings Account Fixed-Term Bond Account	Where the account has reached the end of the fixed term, and for at least 6 months you haven't: • initiated a transaction • logged into digital banking • contacted us
Notice Account Easy Access Account	In the last 12 months you haven't: • initiated a transaction • logged into **digital banking** • contacted us

If your **account** is inactive, we will:

- Suspend your **account** to prevent further activity.
- Try to contact you using all your most up to date contact details we have on our records.
- Continue to pay you interest in line with the **Product Summary**.

If we haven't heard from you within a further 12 months and your **account** balance is £0, we'll close your **account**. If you have a positive balance, we'll keep your **account** open but reduce the interest rate to 0.00%.

If your **account** is inactive, you'll need to contact us for more information about how to reactivate your **account**.

9. INCORRECTLY EXECUTED TRANSACTIONS AND LOSSES ON YOUR ACCOUNT

9.1 Incorrect and unauthorised transactions

You must regularly check your **account** activity via **digital banking**. You must also carefully check your statements. If you notice any incorrect or unauthorised transactions, you must tell us straight away.

If a transaction on your **account** was not authorised by you or was incorrectly executed, we'll put your **account** into the position it would have been in as if the transaction had never happened as soon as possible. This means we'll refund the amount withdrawn and any associated charges, if applicable.

You must tell us as soon as possible about the issue by calling 01244 735030 and if necessary, cooperate with our investigation into what went wrong.

The time for processing may be longer, or you may not be entitled to a full or any refund if you've been careless with your **security details**, for example if you've failed to follow the steps to keep your **account** secure or haven't told us of suspected fraud (see Section 5).

You will not be entitled to a refund if the instructions you gave us were incorrect or you've acted fraudulently.

9.2 **Our responsibility for your losses**

Except where you've acted fraudulently, we'll be responsible for your loss or damage which happens:

(a) Before you set up your **security details**.

(b) After you've told us about suspected loss or misuse of your **security details**.

(c) After you've told us about suspected fraud or illegal activity on your **account**.

(d) After we've processed your instructions without verifying your **security details**.

We'll also be responsible if you suffer loss or damage because we've acted with gross negligence or fraud, or we've deliberately breached our agreement with you.

We're not responsible if you suffer loss or damage as a result of:

(a) Things that are beyond our reasonable control, such as abnormal or unforeseeable circumstances that couldn't be avoided, or things we could not have known about.

(b) Something that we're not directly responsible for, such as where you suffer a loss of business, goodwill, profit or a lost opportunity.

(c) Us doing or not doing something due to legal or regulatory reasons.

(d) Technical, software or related issues that are beyond our control.

(e) Us acting on your instructions, and your instructions were incorrect.

(f) Us trying to contact you using your contact details, but you haven't kept them up to date.

(g) You not keeping your security details safe, or you've failed to notify us of suspected unauthorised or fraudulent activity on your account (see Section 5).

10. **WE'RE HERE TO HELP**

10.1 **Making a complaint**

We're here to help. If you're not happy with how things are going, the first thing you should do is tell us about the problem. You can do this by sending us a message in **digital banking**, via email at complaints@oxbury.com or in writing at: Complaints, Oxbury Bank Plc, Gorse Stacks House, George Street, Chester, CH1 3EQ.

We'll acknowledge your complaint as soon as possible, and we'll do our best to sort things out, as quickly and fairly as we can.

To find out more about how to complain and how we handle complaints, you can view our Complaints Procedure which is available online at www.oxbury.com.

10.2 **Financial Ombudsman Service**

If you're not happy with how we've handled or resolved your complaint, you may also be able to ask the Financial Ombudsman Service to deal with your complaint. You can find

more information by calling them on 08000 234 567 or visiting www.financial-ombudsman.org.uk.

10.3 **FSCS**

We are a member of the Financial Services Compensation Scheme. This means if we go insolvent, your deposits are protected under this Scheme, up to the limits that apply to your type of account at the relevant time. Under current regulations, funds held in a Trust Account are protected, up to the relevant protection limit, per eligible beneficiary. For more information, visit www.fscs.org.uk.

If your **account** is inactive (see Section 8.4) and we're unable to tell who the beneficial owner is, your deposit may stop being protected under this Scheme.

11. DIGITAL BANKING

11.1 What is digital banking?

As your Oxbury **account** is designed to be an online product, you'll need to register for **Oxbury Online Banking** and download the **Oxbury App** to access and manage your **account**.

This Section covers your use of **digital banking**, and any related services or tools we make available to access or through **digital banking**.

You should be aware that some features of **digital banking** may not be available on all computers, devices or operating systems.

11.2 Restricting your access

We may restrict or block your access to **digital banking** if you haven't taken steps to keep your **account** secure (see Section 5), or otherwise haven't complied with the digital banking terms. This is in addition to any steps we can take to close or suspend your account under Section 8.

We can also restrict or block your access to **digital banking** if you try to access it from a country that's subject to sanctions, or if we think that there is a security risk that we should protect you from.

11.3 Your licence to use the Oxbury App

You are granted a limited, non-exclusive, non-transferable, royalty-free licence to use the **Oxbury App** and software embedded in it to open and manage your accounts. This licence will end immediately when you end your relationship with us, at which point you must also delete the **Oxbury App**.

11.4 Updates

We're always looking to improve our services and ensure you have as much protection as possible when you're using **digital banking**. We'll make updates to the **Oxbury Online Banking** and/or the **Oxbury App** to implement these improvements.

Sometimes **digital banking** will be unavailable while we're making changes. We'll normally let you know if we're planning to do this. If we have an emergency or need to do unplanned maintenance, we'll try to let you know as soon as possible.

If we've made an update, you may need to update your browser or software or agree to new terms before you can keep using **digital banking**.

Similarly, if we release a new version of the **Oxbury App**, you must download the update as soon as possible. If you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the **Oxbury App** may not work the way they're meant to. We're not responsible for the performance of the **Oxbury App** on your phone if you don't update the **Oxbury App** or your phone's operating system to the latest version available. There may also be situations where the Oxbury App is not compatible with your phone or operating system, or **Oxbury Online Banking** isn't compatible with your internet browser. You can find more information on compatibility in our FAQs.

11.5 **Your digital banking obligations**

You must only use the **Oxbury Online Banking** and the **Oxbury App** to view your **accounts** with us, and to send us instructions or other messages.

You must not do any of the following:

(a) Transfer the **Oxbury App** to anyone else's phone, or use your credentials to log-in to an instance of the **Oxbury App** installed on anyone else's phone.

(b) Sell, license, assign, transfer, distribute or otherwise provide access to the software embedded in the **Oxbury App** to any third party.

(c) Copy, distribute, translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any aspect of **digital banking** (including any aspect of the software embedded in the **Oxbury App**) or help anyone else to do any of these things.

(d) Use **digital banking** in any unlawful manner or in breach of your agreement with us.

(e) Use **digital banking** in a way that could damage it, stop it from working, or affect our systems or other customers – such as by hacking into or inserting malicious code into the **Oxbury App** or a system that supports it.

(f) Collect or harvest any information or data from **digital banking** or our systems or attempt to decipher any transmissions to or from our systems.

(g) Upload any content, which is or may be considered violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any other person.

11.6 **Our obligations**

We'll take reasonable steps to make sure **digital banking** works as described, and is safe and secure and free from viruses or other malicious or damaging code. We'll make sure that **digital banking** will be available at all times, unless:

(a) we're making changes to our systems;

(b) we can't provide the digital banking services for technical, security, legal or regulatory reasons; or

(c) where there are unusual or unavoidable circumstances that aren't in our reasonable control (for example, if your internet connection stops working or there's a problem with your mobile device).

We're not responsible for any equipment, software or user documentation which someone other than us has produced for use with **digital banking**, or any service you use to access digital banking that we don't control.

We also aren't responsible for anything that happens if you choose to use digital banking outside the United Kingdom.

11.7 **Troubleshooting**

We're responsible for the **Oxbury App** and the underlying software. Please make sure that you download updates when they become available so that it stays working for you. Your app store provider isn't responsible for it or for providing any maintenance or support. If you have any problems with **digital banking**, or if there are any other matters you need to raise, please contact us.

Similarly, you acknowledge that if you have any claim, dispute or action which arises in relation to **digital banking** or the underlying software, you will raise this with us and not seek to bring any such claim, dispute or action against any underlying software provider.

11.8 **No transfer of Intellectual Property**

All rights, title and interest in and to the **Oxbury App** (the "**Software**") is owned by us or our licensors. The Software constitutes our, or our licensors, proprietary information and trade secrets and is protected intellectual property throughout the world. Neither your use of the Software nor any provision of these terms and conditions shall be considered as transferring or conveying to you or any third party any right, title or interest in or to the Software or any associated intellectual property rights, but only a limited right of use, revocable in accordance with these terms and conditions.

12. **GENERAL TERMS**

12.1 **How we handle your information**

Your privacy is important to us.

When you open your **account** with us, you agree to us accessing, processing and keeping any information you give us for the purpose of providing banking and/or payment services to you. This doesn't affect any rights and obligations you or we have under data protection laws.

Our Privacy Notice contains information about how we handle your information and your rights – it's available online at www.oxbury.com.

12.2 **Governing law & jurisdiction**

Our relationship with you is governed by the laws of England and Wales, and any legal case between us will be dealt with by the courts of England and Wales. If you live in Scotland, Scots law applies to our relationship and any legal case between us will be dealt with by the Scottish courts. Similarly, if you live in Northern Ireland, Northern Ireland law applies and any legal case will be dealt with by the Northern Irish Courts.

12.3 **Severance**

If for any reason a term of this agreement becomes invalid or is held to be unenforceable, we'll treat that term as no longer applying to our relationship. If that happens, the rest of the agreement will continue to apply as if the term no longer exists.

12.4 **Assigning and transferring our rights and obligations**

We can transfer all our rights and obligations under this agreement and your **account** to another person. If this happens, you'll have at least the same rights in relation to your **account**. We'll only do this if we reasonably believe the other person is capable of performing them, and where the other person has the proper authorisations to deal with your account.

You can't transfer any of your rights and obligations under this agreement or your **account** to any other person. You should refer to the **Product Summary** to find out if you can transfer your **account** to another Oxbury product.

12.5 **About us**

Oxbury Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register under number 834822.

Our address is Gorse Stacks House, George Street, Chester, CH1 3EQ.

13. **GLOSSARY**

Account	Any account you have opened with us that is covered by this agreement
appointed user	In the case of a **business customer**, a **user** appointed by the **principal account holder** to manage an **account**
beneficiary	a person who is absolutely or contingently entitled to trust property
business customer	You are a **business customer** if you open an account with us for a business purpose (that is, for the purpose of your trade, business or profession)
digital banking	This refers to **Oxbury Online Banking** and the **Oxbury App**
linked account	A UK current account opened in your name with another financial institution that you use to pay money into, and withdraw money from, your **account**
Oxbury App	The Oxbury mobile banking app, which you can download to your mobile phone or tablet by searching for "Oxbury" in your App store
Oxbury Inbox	This is the inbox that appears in **digital banking**. It allows you to securely receive and access important messages from us
Oxbury Online Banking	The Oxbury online banking portal, which is available online at www.oxbury.com
principal account holder	In the case of a **business customer**, the **user** who has the primary responsibility for the **account**
personal customer	You are a **personal customer** if you are an individual who has opened an account with us for a personal purpose (that is, a purpose that is outside your trade, business or profession)
Personal Electronic Message	An electronic message sent to you by us via Email to your email address registered with us or secure message to your Oxbury Inbox
public webchat	This is the online chat service available at www.oxbury.com. It allows you to send us message in real time but does not allow us to automatically verify your identity and confirm you have authority to provide instructions on the account.
security details	Passwords, PINs, security codes, memorable data, biometric data (such as a fingerprint, face recognition or voice ID) or any other information or details that you've set up with us to access **digital banking**
TRS	the Trust Registration Service operated by HM Revenue & Customs
trust account	an Account opened in the names of all trustees solely for holding trust property
trust deed	means the document establishing the formal trust arrangement to which the trust account holder(s) are party
trustee(s)	every person who is, from time to time, a trustee of the relevant trust and whose name appears on our mandate

U.S. Person	has the meaning given in section 7701(a)(30) of the U.S. Internal Revenue Code 1986 and, for the purposes of these terms, including, inter alia: any individual who is a citizen or resident of the United States (including a dual-citizen or "green-card" holder); and any other person or entity that is a "U.S. person" for the purposes of Rule 902(k) of Regulation S under the U.S. Securities Act of 1933
User	Any individual with authority to manage an **account**
webchat	This is the online chat service available in **digital banking**. It allows you to send us a secure message in real time.
working day	Monday to Friday, but excluding UK bank holidays
working hours	9am to 5pm on **working days**

PART B: PAYMENT TRANSACTIONS TERMS

1. **INTRODUCTION**

If your account with us involves regulated "payment transactions", this Part will apply to you. The **Product Summary** for your account will indicate if this Part applies.

2. **INCORRECT AND UNAUTHORISED TRANSACTIONS**

This section applies instead of Section 9.1 of Part A.

You must regularly check your account activity via digital banking. You must also carefully check your statements. If you notice any incorrect or unauthorised transactions, you must tell us straight away.

The table below summarises the types of things that might go wrong, and what we will do in response if this Part applies to you:

Issue	**Our response**
We carried out your instructions incorrectly when we made a payment from your **account**	We'll refund the amount withdrawn and any associated charges and put your account into the position it would have been in as if the incorrect transaction had never happened. This means we'll pay you any interest you would have earned on that amount.
You gave us incorrect instructions	We'll make reasonable efforts to recover your payment for you but this may be beyond our control. We may also charge you a fee for helping you with this. If we can't recover the payment, then we won't refund you. You should contact the recipient's bank directly for a refund.
A transaction on your **account** was not authorised by you	We'll refund the amount withdrawn and any associated charges as soon as possible (and by no later than the end of the business day following the day on which we become aware of the unauthorised transaction). We'll also put your account into the position it would have been in as if the unauthorised transaction had never happened. This means we'll pay you any interest you would have earned on that amount.
We've incorrectly executed payment instructions where a payment is being made into your **account** (including where we haven't credited a deposit to your **account**)	We'll immediately put your **account** into the position it would have been in as if the error never happened. We won't do this if the error was made by someone else, such as Faster Payments, CHAPS, Cheque and Credit Clearing or another bank.
Someone (other than us) has paid money into your **account** by mistake	We'll let you know what has happened before we return the funds to them. If we don't hear from you, we'll deduct the money from your account. If you disagree with the claim, we won't return the funds but the law requires us to give your information to the payer's bank and they may also be in touch with you to recover the amount.

We pay money into your account by mistake (e.g. due to a systems error)	We'll immediately take back that amount without telling you.

You must tell us by calling 01244 735030 within 13 months from the date of the withdrawal or deposit and if necessary, cooperate with our investigation into what went wrong.

The time for processing may be longer, or you may not be entitled to a full or any refund if:

(a) The instructions you gave us were incorrect.

(b) You've acted fraudulently.

(c) You've been grossly negligent with your **security details**. For the purpose of this, you'll be deemed to have been grossly negligence if you've failed to follow the steps to keep your **account** secure or haven't told us of suspected fraud (see Section 5) you've done something that was obviously wrong or careless. There might also be other situations where we'll consider that you've been grossly negligent.

If your security details have been lost or stolen, the most you'll be responsible for as a result of unauthorised transactions or misuse of your security details before you report them as lost or stolen is £35.

You should also refer to Section 9.2 of Part A, which sets out when we are and are not responsible for your losses.