

Online Card Services Agreement

Online Card Services Agreement

This agreement is made up of these Online Card Services terms and conditions, and the Additional Services terms and conditions.

In this agreement:

- 'You' are the customer who has registered for Online Card Services; and
- 'We' are MBNA Limited.

What is Online Card Services?

Online Card Services is our online service where you can access your credit card account using a computer, mobile, tablet or other device, either through your browser or our apps. Online Card Services includes the Additional Services listed below.

What are the Additional Services?

Customers who are registered for Online Card Services may be able to use Additional Services, which currently include the following:

- Paperless statements and correspondence sent to your Digital Inbox;
- Smart Rewards;
- Mobile alerts; and
- Card freezes.

! Please read our privacy policy which can be found at: www.mbna.co.uk/privacy

It explains how we'll use your personal information and gives details about how we use cookies.

1. This agreement

- 1.1 This agreement applies to your use of Online Card Services and any Additional Services. If there are any inconsistencies between the Online Card Services terms and conditions and the Additional Services terms and conditions, the Additional Services terms and conditions will apply.
- 1.2 Unless we tell you otherwise, this agreement doesn't change any of the terms and conditions that relate to the accounts or other services you access through Online Card Services. We have separate account or service agreements with you for these. If we tell you that any of this agreement's terms apply to an account or other service you use but it conflicts with a term in your account or service agreement, the term in this agreement will apply.

2. Charges

- 2.1 We don't charge you to use Online Card Services or the Additional Services but your network operator or internet provider may charge you for using the internet.
- 2.2 Any charges that apply for making transactions using Online Card Services will be made under your relevant account agreement, not this agreement. This is explained in the information we give you about the account.

3. Using Online Card Services and the Additional Services abroad

- 3.1 You should be able to view information or perform transactions on your accounts if you use Online Card Services in a country outside the UK.
- 3.2 If you want to use Online Card Services or any of the Additional Services in a country outside the UK, you're responsible for finding out whether it is lawful to do so in that country. You're responsible for complying with its local laws. We're not responsible for any loss that results if you break local laws.

4. Activating the Additional Services

- 4.1 We may provide some Additional Services automatically to you, depending on the service and any previous preferences you've given. You can opt out or activate other Additional Services that we make available to you through Online Card Services.

5. Security

- 5.1 We will ask you to confirm your identity when you log on and before we accept certain instructions you give us through Online Card Services. We may also rely on some of the security functions on the devices you use when you access Online Card Services, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.
- 5.2 We may use software and other technology to help us identify you, and to detect viruses or malicious software (malware) on the computer or device you use to access Online Card Services. If we detect these things, we may suspend, restrict or block your access to Online Card Services or the use of your security details. If this happens, you may not be able to access some or all of our Online Card Services again until you have removed the viruses or malware. If we tell you that you should use new security details to access your accounts, you must do so.

- 5.3 You must always keep your security details secure and not share them with anyone, including any additional cardholders. You must also ensure that only your biometric information (such as your fingerprint when using Touch ID) is registered on any devices you use to access Online Card Services. We'll never phone, text or email you asking for your password or memorable information.
- 5.4 You may use third-party providers who offer account information services or payment initiation services (or both) so long as:
 - they're authorised by law;
 - they're open and transparent about their identity; and
 - they're acting in line with the relevant regulatory requirements.

If you are thinking of using a third-party provider, you should check it is authorised before you use it.

6. Access to Online Card Services and the Additional Services

Please note: Not all Online Card Services are available 24 hours a day, 7 days a week.

- 6.1 You can usually use Online Card Services and the Additional Services at all times but occasionally repairs, updates and maintenance on our systems may mean some or all of the services aren't available or may be slow for a short time.
- 6.2 We won't be liable to you if you suffer any loss in such circumstances. This is because you should be able to give us instructions by other means, for example by calling us.
- 6.3 We may suspend, restrict or stop your use of Online Card Services, the Additional Services or the use of your security details if we reasonably think this is necessary because, for example:
 - a) the security of your account or Online Card Services is at risk;
 - b) we suspect unauthorised or fraudulent use of your security details or Online Card Services;

c) a device is being used that we do not recognise, seems to have been modified or is being used in an unusual way;

d) we must comply with a legal or regulatory requirement;

e) you've knowingly given us false information about yourself or an additional cardholder;

f) a systems failure has occurred;

g) a third party has failed to supply services;

h) there is another reason beyond our reasonable control; or

i) this agreement ends.

6.4 We may prevent access to Online Card Services if you're using an outdated browser or are using a version of an app we no longer support. Online Card Services functionality may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled.

6.5 We may de-register you or suspend your use of Online Card Services or security details for security reasons if you haven't used them for a long time or do not use them for 90 days after registering. If we do this, you can ask us to reactivate them but you may need to re-register.

6.6 If possible, we'll contact you before suspending, restricting or blocking your access to tell you we're doing so and why. We explain how we may contact you in section 9 of this agreement. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.

6.7 You must not use Online Card Services or any software we provide (e.g. our app) except for your own use. You may not adapt, alter, modify, copy or reverse-engineer it or allow someone else to do the same.

7. How you can end this agreement

7.1 You may end this agreement at any time without explanation or charge by calling our helpdesk.

8. How we can end or change this agreement

8.1 We'll usually notify you of changes using your Online Card Services secure inbox, but we may also use email, SMS, post, online notifications or any other appropriate messaging service. Provided we give you at least 30 days' notice in advance, we can:

a) change any of these terms or conditions, including introducing or changing charges, changing the terms or conditions of the Additional Services, or withdrawing an Additional Service; or

b) end this agreement.

We can also make a change that is to your advantage without telling you in advance.

8.2 The notice period will start from the date we tell you we have delivered the notice to your Online Card Services secure inbox or have sent it by one of the other means.

8.3 We can make a change for a reason set out below. If we do, the change we make will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Types of change

- A change in regulatory requirements – for example, if the law changes or our regulator changes its rules or guidance.
- To reflect changes in Online Card Services or the Additional Services available to you.
- To do something that is to your advantage.
- A change in the cost of providing Online Card Services.
- Any other change that affects us if it is fair to pass on its impact to you.

8.4 We may make changes for any other reason we cannot foresee.

8.5 If you don't want to accept a change we tell you about in advance, you can end this agreement by telling us before the change comes into effect. You can also end this agreement at any time after we make the change but the change will apply to you until you do.

9. How we'll contact you

9.1 If we need to contact you about Online Card Services or the Additional Services, we'll normally do so through your Online Card Services secure inbox. We'll never change any documents held in your Online Card Services secure inbox or your personal account area after we have sent them.

9.2 We may also communicate with you in any other way that is personal to you. This may include email, SMS, post, online notifications or any other appropriate messaging service.

9.3 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details to send you information.

10. How you can contact us

10.1 You can get in touch with us by calling us. Details of our telephone (including textphone) numbers are available within Online Card Services and on the website.

11. Complaints

11.1 If you have a complaint, please contact us using the details available within Online Card Services or on the website. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

11.2 If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman using the contact details below:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

0800 023 4567 or 0300 123 9123

complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

11.3 You may be able to submit a claim through the European Online Dispute Resolution Platform (available at ec.europa.eu/consumers/odr/) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.

12. Other information

12.1 All the information we give you and all communications between you and us will be in English.

12.2 We may choose not to enforce or rely on one or more of these terms and conditions at any time, but we reserve the right to start applying them again at any time.

12.3 Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service.

13. Law applying to this agreement

13.1 This agreement is governed by the law that applies to the account you're accessing through Online Card Services (for example, if English law applies to your account, the same law will apply to your use of Online Card Services). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

Legal information

Credit Card(s) issued by MBNA Limited. Registered Office: Cawley House, Chester Business Park, Chester CH4 9FB. Registered in England and Wales under company number 02783251. Authorised and regulated by the Financial Conduct Authority. MBNA is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2017, Register Number: 204487 for the provision of payment services.

Credit is available, subject to status, only to UK residents aged 18 or over.

Calls and online sessions (e.g. completing an application) may be monitored and/or recorded for quality evaluation, training purposes and to ensure compliance with laws and regulations.

Additional Services

Paperless statements and correspondence

These paperless statements and correspondence terms apply to accounts you access through Online Card Services. By signing up for Online Card Services, and agreeing to receive paperless statements or correspondence (or both), you agree we can give you information about your accounts electronically and stop sending paper copies.

However, we may not be able to provide all your statements or correspondence electronically and it may not always be appropriate for us to do so, so we may still send you some or all of this information by post.

What do we mean by 'correspondence'?

Generally this means any communication except statements or some of the information sent with statements regarding your accounts and the relationship you have with us. This may include information about changes we make to your agreement. Please refer to our paperless key facts page for further information.

1. If we send you information electronically, we'll do this by sending the information in to Online Card Services or sending the information to your Online Cards Services secure inbox. Any correspondence you receive through Online Card Services will be in PDF or HTML format, or another format that allows you to print or download it and refer to it again in the future.
2. You can view, download and print your statements and correspondence from Online Card Services at any time. These contain important information, so we encourage you to securely save a copy of them to make sure you always have them.
3. If you ask us to change your account from one type to another, your agreement to receive statements and correspondence electronically will also apply to your new account unless you tell us otherwise.

4. If you choose to receive paperless statements or correspondence, it will apply to the account and not the account holder. This means that you can choose different arrangements for different accounts.
If you end this Online Card Services agreement, we'll no longer send paperless statements or correspondence to your accounts.
5. Unless the additional conditions for your accounts state that you can only receive correspondence electronically, you can choose to opt out of receiving statements and correspondence electronically at any time by changing your settings in Online Card Services.

Smart Rewards

1. Eligibility

- 1.1 To be eligible for MBNA Smart Rewards you must:
 - (a) be over 18;
 - (b) have a credit card with MBNA; and
 - (c) be registered for Online Card Services.
- 1.2 You also need to activate individual offers before you can earn cashback.

2. Receiving cashback

- 2.1 Cashback you earn from credit card offers is paid in line with the offer-specific conditions you receive when you activate an offer.
We will normally pay cashback into your credit card account on or before the last working day of the month after the month we receive details of your transaction. This may be in a different month from when you made the transaction, for example:
 - Friday 28 August – you activate an offer.
 - Sunday 30 August – you make a transaction that qualifies for £10 cashback.
 - Tuesday 1 September – we receive details of the transaction.
 - Friday 30 October – we pay £10 cashback to your account.

- 2.2 Cashback will act as a credit and reduce any balance showing on your account. It will not replace or reduce your credit card minimum payment for that month, unless the cashback amount reduces your outstanding balance to less than your minimum payment. Details can be found in your credit card terms and conditions.
- 2.3 Working days are Monday to Friday, except bank holidays.
- 2.4 If you have more than one credit card with us, you can choose which account we pay the cashback into. Otherwise we will pay it into the account that's been open the longest.

3. When we don't pay cashback

- 3.1 You won't receive cashback if, at the time it is due to be paid:
 - 3.1.1 you no longer have a credit card account we can pay it into; or
 - 3.1.2 you're no longer registered for MBNA Smart Rewards.
- 3.2 We will not pay you cashback if doing so would break any law or regulation that applies to us.

4. Additional cardholders' spending on credit cards

- 4.1 Spending by additional cardholders will earn cashback for the primary cardholder on the account. We will use it to generate new offers but only the primary cardholder can register for cashback and activate offers.

5. Stopping the service and withdrawing or changing offers

- 5.1 We can temporarily or permanently stop you using the service immediately and withhold any unpaid cashback if we reasonably believe that:
 - 5.1.1 you're abusing the service; or
 - 5.1.2 you're trying to gain cashback by fraudulent or other illegal means.
- 5.2 We may withdraw the service by giving you 30 days' notice. If you have not broken this agreement, we will still pay you any cashback you have earned on transactions made up to the date we withdraw the service. You will not be able to earn any more cashback after this point.

- 5.3 We try to ensure that the information in the offers is accurate. If there are any errors in an offer, we may withdraw or correct it. This will not affect any offers we have already fulfilled.

6. Liability

- 6.1 We're not responsible for any loss, cost or charge you incur if MBNA Smart Rewards is unavailable or affected by an issue that is beyond our reasonable control.

Mobile alerts

What are mobile alerts?

Mobile alerts include any mobile alerts services we offer and any service messages we may send to your mobile phone or other devices.

1. Charges for mobile alerts

- 1.1 We won't charge you for sending mobile alerts. We're not responsible for any charges imposed by your mobile operator or app provider.

2. Accuracy of mobile alerts

- 2.1 The mobile alerts you receive are accurate when our systems create them. The details of funds available in your accounts and the status of any other information provided may change before and after you receive them.
- 2.2 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all – for example, if your device is switched off or lacks signal or data connectivity.

3. Changing your mobile phone number

- 3.1 You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:
 - 3.1.1 we'll continue sending alerts to your old device or number until you tell us; and
 - 3.1.2 we won't be liable for any loss you suffer if someone else finds out your account information.

Card freezes

What are card freezes?

Card freezes give you more control by allowing you to select how and where your card can be used.

1. Eligibility

- 1.1 To set up a card freeze, you must hold an MBNA Limited credit card. The availability and features of each card freeze may differ.

2. Setting up a card freeze

- 2.1 Any card freezes you set up will apply to the card or cards you select – as identified by the 16-digit card number on the relevant cards – and to any replacement for those cards. The only exception is when you report a card lost or stolen. In this case, any card freezes you have set up will not apply to the replacement card, so if you want a card freeze to continue you will need to reset it yourself.
- 2.2 Who can set up and cancel a card freeze?
Only the primary cardholder can set up and cancel a card freeze.

3. Adding and withdrawing card freezes

- 3.1 We may make new types of card freeze available at any time. If we withdraw a card freeze, we'll give you 30 days' notice unless we cannot do so for reasons outside our control.

4. Card freezes on lost or stolen cards

- 4.1 If you know your card has been lost or stolen, you should report this immediately by calling us or signing in to Online Card Services, rather than setting up a card freeze.

5. Exceptions and liability

- 5.1 When we receive a request for payment, we'll make every effort to act on any card freezes you have set up. However, sometimes transactions you request will still go through or may be declined. This may include any 'offline' transactions that are not referred to us for prior authorisation – for example, some contactless payments and recurring transactions, such as magazine subscriptions.
- 5.2 When we consider whether or not a transaction is permitted, we rely on the information retailers give us when they request a payment. If a retailer incorrectly categorises the type of transaction you are making and because of this the transaction doesn't match a card freeze you have set up, we may allow or decline the payment accordingly.
- 5.3 We are not responsible for any loss, cost or charge you incur if we allow a transaction you request and authorise despite having set up a card freeze. Also, we are not liable for any loss, cost or charge you incur if a payment is made or declined for reasons beyond our reasonable control.

If you'd like this in Braille,
large print, audio CD or another
format please give us a call
on 0800 876 6891
(7–11, 7 days a week)

This information is correct as of October 2020 and is relevant to MBNA products and services only.