

## Yorkshire Bank CommYOUity Terms and Conditions

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Please read these Terms and Conditions carefully before using the Yorkshire Bank CommYOUity Customer Panel (the "Panel") hosted at [www.ybcommyouity.co.uk](http://www.ybcommyouity.co.uk) (the "Website"). Yorkshire Bank is a trading name of Clydesdale Bank PLC. Clydesdale PLC is a company incorporated under the laws of Scotland and has its registered office at 30 St Vincent Place, Glasgow, G1 2HL.

By joining the Panel and/or using the Website you are agreeing that your membership of the Panel and/or use of the Website shall be governed by these Terms and Conditions and you are agreeing to abide by them.

We may revise these Terms and Conditions at any time. You should check the Website from time to time to review the then current Terms and Conditions, because they are legally binding on you.

### Terminology

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- References to the 'Website' are references to the Yorkshire Bank CommYOUity Customer Panel website located at [www.ybcommyouity.co.uk](http://www.ybcommyouity.co.uk), however so accessed.
- References to 'you', 'your' and 'yours' are references to the person(s) accessing the Website.
- References to 'we', 'us' and 'our' are references to Yorkshire Bank and/or any agent acting on our behalf.

### General Terms

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Please be aware that:

- we will never post a link on our Website that takes you directly to internet banking and we will never ask for your internet banking user ID or password; and
- messages sent over the internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. We are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to us or any message sent by us to you over the internet.

### Purpose of the Panel

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The Panel will constitute a cross-section of customers who have agreed on a voluntary basis to provide feedback on Yorkshire Bank and our products and services. Members will be invited to participate in surveys on a regular basis, and the results will be used to improve the products and services we provide. By accepting these Terms and Conditions you are consenting to us and/or our third party Panel provider contacting you by email in connection with the Panel.

### Membership of the Panel

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To qualify for the Panel you must be a current Yorkshire Bank customer aged 18 or over. If you cease to be a customer of Yorkshire Bank you will no longer be entitled to participate in the Panel or use the Website and we will remove your access rights. Otherwise, membership will continue unless you ask to retire from the Panel.

You can retire from the Panel at any time by:

1. emailing us [support@ybcommyouity.co.uk](mailto:support@ybcommyouity.co.uk)
2. clicking on the UNSUBSCRIBE link included in our communications (e.g. email invitations, newsletters)
3. going to the member's area of the portal and unsubscribing from your profile details area

### Governance of the Panel

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The Customer Insight team at Yorkshire Bank, in conjunction with Vision Critical Research Solutions UK Limited ("Vision Critical") (a supplier to Yorkshire Bank), are responsible for managing the Website; including maintaining membership and ensuring that research outcomes are communicated across Yorkshire Bank.

By agreeing to join the Panel, you agree that Yorkshire Bank can use the results of surveys, including your ideas, for research purposes only. All responses to surveys will be confidential and non-attributable, and no individual responses will be identified in any of our communications without obtaining your consent to do so. The Panel will be operated in accordance with the Market Research Society Code of Conduct.

### **How the Panel Works**

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You will be invited to take part in a number of surveys throughout the year, depending on the type of research that is taking place. You may not be invited to take part in every survey that is carried out. Participation is entirely voluntary and members can choose not to participate in any survey that they are invited to take part in. Members will be contacted by email to invite them to participate in surveys.

In addition you will have the opportunity to contribute to discussion forums and opinion polls. We really value your contribution but please note that any content that you post to the Website must be in accordance with the rules set out in the "User Material and Content" section below. We reserve the right to remove any content which does not adhere to these rules.

Members will be updated on the outcome of surveys, polls and discussions and how these have been implemented, by way of updates on the Website home page and by regular e- newsletters.

### **Your Personal Data**

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By agreeing to join the Panel and use the Website you are consenting to your Personal Data being used in accordance with this section.

To enable you to sign up to use the Website and create a unique user log-in, you will be required to provide us with the following information: name; email address; gender; date of birth; place of residence; personal income; information on products you have with us. Any information which is personally identifiable ("**Personal Data**") will be handled by us in accordance with our Privacy Policy (which can be found at <http://www.ybonline.co.uk/legal-privacy/#policy>). Your Personal Data will be processed in accordance with the Data Protection Act 1998. Your Personal Data will be viewed and stored by the third party provider of the Panel. Personal Data will be treated in confidence at all times and will be used only for the Purpose (as defined below).

Any information you provide in the process of signing up to the Panel or during your use of the Website (for example completing surveys, responding to polls and contributing to discussion topics on forums) including Personal Data ("**Survey Data**") will be used by us in order to identify improvements in our services and products and/or new services and products (the "**Purpose**"). Survey Data may be collected, stored and analysed on our behalf by the third party provider of the Panel, and potentially other suppliers to us (in each case only for the Purpose). Survey Data may be collected, stored and processed outside of the European Economic Area, but only for the Purpose. We will take reasonable care to protect any Survey Data against unauthorised access and/or accidental disclosure.

All Survey Data other than Personal Data shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. By posting Survey Data on the Website you give us the right to use such material and we shall be free to copy, disclose, distribute, incorporate and otherwise use such material for the Purpose. Please be aware that your Website user details (your username (the only required field) and any additional profile information that you volunteer (for example signatures, biography, location, occupation, interests, birthday, web address, blog, gallery and your avatar picture) ("**User Details**") may also be viewed by other Website users if you post any content on our Website (for example in any of the discussion forums which we open from time to time). If you do not wish your User Details (other than your username, which must be provided to allow participation) to be viewed in this way but still want to participate in forums, simply create a username without providing any of the additional information.

### **User Material and Content**

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We really value our discussion with you, but we reserve the right to delete:

- any message that contains profanity and/or swearing;
- any message that contains content that is likely to offend or which is or may be discriminatory;
- any message relating to a query from staff members past or present;
- any message which is unlawful, abusive, libellous, obscene or threatening;
- any message which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;
- any message which advertises products or services for profit or gain;
- any message that contains any personal information for example: telephone number/bank account details/address etc.;
- replies deemed to be off topic from the original post (for example anything that is not within the reasonable scope of the conversation); and/or

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- any message which we find inappropriate.

We shall fully co-operate with any law enforcement authority or court order directing us to disclose the identity of anyone posting any material when requested to do so.

#### Notification and Take Down Procedure

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We do not control the comments, messages, links or uploads that are posted by Panel members on the Website. We do not accept any liability for any such comments or messages and will not be liable for any infringing content which is uploaded and/or linked by Panel members.

If you believe that any content on the Website is defamatory, infringes copyright or any other legal right please let us know by email to [support@ybcommyouity.co.uk](mailto:support@ybcommyouity.co.uk).

#### Rewards for Participating

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We may at our sole discretion offer rewards for participation in research surveys, or entry into free prize draws for cash and other incentives. Terms and conditions for any incentives will be clearly outlined in the surveys before participation commences.

#### No Offer

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Information or opinions provided by us or through a third party on the Website should not be used for investment advice and does not constitute an offer to sell or is solicitation of an offer to buy any securities or financial instruments. Nor does any such information constitute advice or recommendation with respect to such securities or other financial instruments. When making a decision about your investments, you should seek the advice of a professional financial adviser.

#### Accessing this Website

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You should access this Website through the homepage and not straight to individual pages of this Website. Throughout this Website there are words highlighted in bold and underlined in the text. If you click on these words you will be taken to another page of this Website or part of that page. Depending on your screen resolution, the text and materials on one page of this Website may not fit entirely into one screen. Where this occurs, you should use the vertical and/or horizontal scroll bars in order to access the entire content of the page. If you do not do this you may not see important material and information. We shall not have any liability if a user suffers loss or damage as a result of failing to use and access this Website properly.

As noted above if you access individual pages directly you may not see important material and information including links to important legal or regulatory information which should be read in conjunction with these Terms and Conditions and Clydesdale Bank PLC's Privacy Policy (which can be found at <http://www.ybonline.co.uk/legal-privacy/#policy>) and other relevant information. We shall not have any liability if a user suffers loss or damage as a result of failing to see relevant legal or regulatory information displayed on this Website.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service it provides on this Site without notice. We will not be liable if for any reason this Website is not available at any time or for any period.

If you choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any such user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

You are responsible for making all arrangements necessary for you to access this Website. You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of these Terms and Conditions, and that they comply with them.

#### Use of Website and Content

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Copyright in the contents of, and in all information contained on this Website, vests in (or is duly licensed to) us. All rights not expressly granted therein are reserved by us. No page or part of a page or other information contained on

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this Website may be copied, reproduced, stored, adapted, transmitted, disseminated, broadcast or performed in any form or by any process, without our specific prior written consent. Users should not remove or alter any copyright or other notices of proprietary restrictions from any content or materials appearing within this Website. Any unauthorised downloading, re-transmission or other copying or modification of any page or part of a page or information therein may well be in breach of statutory or common law rights which could be the subject of legal action.

The 'CB device' and 'Clydesdale Bank' are registered trademarks of Clydesdale Bank PLC. Unauthorised use of these trademarks is not permitted. Other trademarks are licensed for use of Clydesdale Bank PLC only and cannot be used or reproduced by any unauthorised party.

#### Updating Website Content and Security

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The information contained or displayed on this Website is believed by us to be reliable when displayed.

Whilst we have taken reasonable care to ensure that the information and functions contained or displayed on this Website are complete and correct, we do not warrant or represent that such information or functions is or are free from errors or omissions or that the information contained or displayed on this Website is suitable for your intended use. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to this Website, or by anyone who may be informed of its contents.

We aim to update this Website regularly and may change the content at any time. However, any of the material on this Website may be out of date at any given time and we make no commitment to update the content and materials on this Website. The use of the internet and transmitting information to or from this Website may not be secure from access by third parties and therefore may not remain confidential or private. If you choose to retain a hard or soft copy of all or any of these pages (including parts of pages) please ensure that the copy which is being relied upon is the most up-to-date version of that information available, by accessing this Website and refreshing/updating any cached copy of this Website or relevant part of it. Information published at this Website may refer to products, information or services that are not available in your country or locality. We are not obliged to provide such products, information and services and it reserves the right not to do so. The products, information and services published in this Website are not being made available to all users which access this Website and the products, information or services can be withdrawn at any time. We are not in any way obliged to act upon any instructions received from users of this Website.

We take all reasonable precautions to protect our users' information. Our e-mail enquiry forms are not sent via an encrypted channel and for this reason we ask that you do not include sensitive personal information when using them. When our registration/application form asks users to enter sensitive information (such as Bank account details), such information is encrypted and is protected with SSL encryption software. While we use SSL encryption to protect sensitive information online, we will use all reasonable endeavours to protect user-information off-line. However, any personal details or other information entered onto or submitted through this Website or by e-mail to us is entered or transmitted at the user's risk and we shall not be liable for any such information being intercepted or accessed by any third party without our knowledge or any of our employees or agents.

#### No Warranties

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**The following clauses exclude or limit our legal liability for the Website. You should read them carefully. They all apply only as far as the law permits, and we do not exclude or restrict our duties or liabilities to you which cannot be excluded or restricted at law.**

Whilst we have taken reasonable steps to ensure the accuracy, currency, availability, correctness and completeness of the information contained on the Website, information is provided on an "as is" /"as available" basis and we do not give or make any warranty, conditions or representation of any kind, whether express or implied. We may make changes to the information on the Website at any time without notice. The information on the Website may be out of date, and we make no commitments to update it.

The use of the Website is at your sole risk. We shall not be liable for any loss or damage that may result to you or a third party arising as a result of use of or reliance on the information contained on the Website.

Nothing in these Terms and Conditions shall exclude or limit our liability for:

- death or personal injury caused by negligence;
- fraud;
- misrepresentation as to a fundamental matter; or
- any liability which cannot be excluded or limited under applicable law.

We do not represent or warrant that the Website will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no

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viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for ensuring that you have adequate protection and back up for your data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Website.

#### Third party sites, hyperlinks and advertising

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Where we provide hypertext links to other locations on the internet, we do so for information purposes only. Where we have no control over the websites or pages linked to or linking to our Website we are not responsible for the content of them. Following links to any other websites or pages shall be at your own risk and we shall not be responsible or liable for any damages or in any other way in connection with such linking. Links to downloadable software sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

No endorsement or approval of any third parties or their advice, opinions, information, content, products or services is expressed or implied by any information on the Website or by the display of advertisements alongside the Website and we have no control over the content of such third party advertisements.

#### Trade Marks and Copyright

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Copyright and all other intellectual property rights in all material on the Website (including, but not limited to text, graphics, logos, photographs, button icons, images, audio clips, digital downloads, data compilations and software) is owned by or licensed to us unless otherwise noted. You may print, copy, download or temporarily store extracts from the Website on the follow basis that any extract taken is:

- used solely for your personal information;
- not altered or modified in any way;
- not distributed to third parties.

Any other use of material taken from the Website is prohibited unless you first request and obtain our written permission. In particular no one may use any material from the Website on any other website, or link any other website to the Website, without our prior written permission or the consent of the relevant Yorkshire Bank member.

#### Viruses, Hacking and Other Offences

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Clydesdale Bank PLC and its related companies and businesses and personnel cannot guarantee that any file or program available for download and/or execution from or via this Website is free of computer viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. All files and/or programs published on this Website are published on the strict condition that you, the user, assume all risk of use and we hereby exclude liability for all and any consequences of your use of such files or programs.

You will not transmit any technically harmful postings or transmissions to or through this Website (which shall include but not be limited to computer viruses, logic bombs, Trojan horses, worms, harmful components, corruptive data or other malicious software or harmful data) or engage in other practices of mis-use (which shall include but not be limited to hacking).

We do not accept any liability for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

#### Enforceability

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Should any of these Terms and Conditions be held to be unenforceable the validity and enforceability of the remaining provisions shall not be affected and the unenforceable provision will be replaced by an enforceable provision which comes closest to the intention underlying the unenforceable provision and which is of similar economic effect. If we fail to exercise any right or remedy available under the Terms and Conditions such failure does not constitute a waiver of that right or remedy.

### **Independent Legal Advice**

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We recommend that you seek independent advice before acting on any information contained or displayed on this Website or refraining from acting on the basis of any information contained or displayed on this Website. In particular, the information contained or displayed on this Website does not constitute any form of advice, recommendation, or arrangement by us. Subject to any terms implied by law or by the rules of any regulatory body, and which cannot be excluded, we accept no responsibility for any loss, damage, cost or expense incurred by you as a result of any error, omission or misrepresentation on this Website. Nothing on this Website is intended to constitute an offer or solicitation of banking, financial, investment or insurance services or to buy or sell other products or services. Any arrangements made between you and any third parties named on this Website are at your sole risk and responsibility.

### **Information about Clydesdale Bank PLC**

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Yorkshire Bank is a trading name of Clydesdale Bank PLC which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Financial Services Register No. 121873)

### **Governing law**

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These Terms and Conditions are governed by and interpreted in accordance with the laws of England and Wales and the courts of the above jurisdiction will have non-exclusive jurisdiction in respect of any dispute, which may arise. However, nothing shall prevent us from being able to seek legal remedy for a breach of these Terms and Conditions in any appropriate forum.