

## **Black Horse FlexPay Online Services Terms and Conditions**

### **1. ABOUT THIS AGREEMENT**

This is an agreement between “us”: MBNA Limited (trading as Black Horse) (company number 02783251) of Cawley House, Chester Business Park, Chester CH4 9FB, any person we may transfer our rights to and “you”.

This agreement applies to your use of the online service through which you can access and manage your FlexPay account using a computer, mobile, tablet or other device, either through your browser or our app.

Unless we tell you otherwise, this agreement doesn't change any of the terms in your FlexPay credit agreement. If any of this agreement's terms conflicts with a term in your FlexPay credit agreement, the terms in this agreement will apply.

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

### **2. PRIVACY**

Please read our privacy policy which you can find at <https://www.blackhorseflexpay.co.uk/privacy.html> It explains how we'll use your personal information and gives details about how we use cookies.

### **3. SECURITY**

We will ask you to confirm your identity and security credentials when you log on and before we accept certain instructions you give us. We may also rely on some of the security functions on the devices you use when you access your FlexPay account, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.

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 FlexPay. If we detect these things, we may suspend, restrict or block your access to FlexPay or the use of your security details. If this happens, you may not be able to access some or all of our services again until you have removed the viruses or malware. If we tell you that you should use new security details to access your FlexPay account, you must do so.

You must make sure that only your biometric information (such as your fingerprint) is registered on any devices you use to access FlexPay. We'll never phone, text or email you asking for your password.

### **4. ACCESS TO OUR ONLINE SERVICE**

You must not use our online service 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.

You can usually use our online service 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 while the changes are being implemented.

We won't be liable to you if you suffer any loss in such circumstances, and you must still make any payment due by the relevant due date as required under your FlexPay credit agreement. This is because you should be able to give us instructions by other means, for example by calling us.

We're also not responsible for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary.

These include delays or failures caused by industrial action (e.g. strikes), problems with another system or network, mechanical breakdown or data-processing failures.

We can't guarantee the availability or successful delivery of mobile and email alerts. We're not responsible for any loss, cost or charge you incur if mobile and email 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.

## **5. WHEN WE MAY RESTRICT YOUR ACCESS**

We may suspend, restrict or stop your use of our online service or the use of your security details if we reasonably think this is necessary because, for example:

- (a) the security of your FlexPay account is at risk;
- (b) we suspect unauthorised or fraudulent use or misuse of your security details or our online service;
- (c) we must comply with a legal or regulatory requirement; or
- (d) your FlexPay credit agreement has ended.

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

We may prevent access to our online service if you're using an outdated browser or are using a version of our app we no longer support. How well our online service works 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. HOW WE CAN WE CHANGE THIS AGREEMENT**

We'll usually notify you of changes using your digital inbox, but we may also use email, SMS, post, online notifications or any other appropriate messaging service. Provided we give you at least two months' notice in advance, we can change any of the terms in this agreement.

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

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

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.

- (a) A change to the law, regulations or industry guidance or standards, or as a result of a court's, ombudsman's or other binding decision.
- (b) To reflect changes in the services we provide or how we provide them. This may include the introduction of new technologies, changes to systems, or the way we do business.
- (c) To do something positive for you.
- (d) A change in the cost of providing our online service to you.
- (e) Any other change that affects us if it is fair to pass on its impact to you.

We may make changes for any other reason we cannot foresee. We will always act reasonably and won't go beyond what we think is necessary to make the change.

If you don't want to accept a change we tell you about in advance, you'll have to ask us to close your FlexPay account before the change comes into effect. What this will mean for you is set out in your FlexPay credit agreement. You can also end your FlexPay credit agreement at any time after we make the change but the change will apply to you until you do.

#### **7. OUR CONTACT DETAILS**

You can contact us by writing to us or calling us. Log in online or into the app for more information.

We may keep a record of your calls, and record or monitor them for training and compliance purposes.

#### **8. COMPLAINTS**

If you have a complaint in connection with our online service please contact us. If we can't resolve the complaint or you are not happy with our response, you can apply at no cost to you, to have it resolved by the Financial Ombudsman Service. You may also be able to ask them to look at your complaint in some other circumstances (please see <https://www.financial-ombudsman.org.uk/> for details).

#### **9. LAW APPLYING TO THIS AGREEMENT**

This agreement is governed by the law that applies to your FlexPay credit agreement. The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

#### **10. LEGAL INFORMATION**

MBNA Limited is authorised and regulated by the Financial Conduct Authority under registration number 204487, including for the provision of payment services under the Payment Services Regulations 2017. The Financial Conduct Authority, 12 Endeavour Square, Stratford, London E20 1JN is the supervisory authority.