

We'll help you find a way

TERMS OF THE AGREEMENT

1. How we will pay the loan to you

We will pay the amount of the loan into your nominated UK bank account, This should be no more than 2 business days after the agreement has been executed. We may make payment on a later date if requested by you.

2. Your repayments

- a) You agree to pay us the total Amount of Credit and all interest that accrues on it by making the monthly repayments and on the dates shown in the part of the agreement titled 'Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974'.
- b) You may change your monthly Payment Due Date and this may affect the amount of interest you will have to pay. This will be taken into account in the calculation of your final payment.
- c) If the Payment Due Date is on a bank holiday or weekend then payment is to be made on the next business day.
- d) The monthly repayment must be paid to us by direct debit, or by such other means as we may agree with you from time to time.
- e) It is essential that all payments are made in full and on time. Failure to do so could result in default charges being applied to your account or additional interest costs applied. This may result in increasing the number of payments or your final payment to settle your loan.
- f) We may collect any interest, charges or costs via your direct debit after giving at least 5 business days' notice of the amount to be taken.

3. Breach of this Agreement

You will be considered in breach of this Agreement if you:

- a) You fail to pay any sum due to us on its due date
- b) If you provide any information about yourself or circumstances that is false, inaccurate, misleading
- c) You die
- d) Steps are taken for a bankruptcy order or be made against you (or its equivalent in Scotland) or you take steps to enter into a debt management plan or voluntary arrangement with your creditors (or the equivalent in Scotland)

We reserve the right to serve a default notice and if you do not remedy the default after the expiry of the requisite statutory notice, court order (where applicable) to then terminate this agreement and to demand immediate payment of all amounts you own under this agreement. We may also restrict access to any other accounts you hold with us.

4. Default charges and other enforcement rights

- a) You agree to pay us any charges or costs shown on the preceding pages which may become payable by you including our reasonable legal costs for enforcing this agreement.

b) If you make your payments by direct debit, we may collect any interest, charges or costs mentioned in this clause by direct debit after giving you at least 5 business days' 7 days' notice of the amount to be debited.

c) If we choose not to enforce our rights, or grant you any time or other indulgence or delay enforcing our rights under the agreement, this will not amount to a waiver by us of such rights or your breach of the agreement and shall not prevent us from relying on our rights under this agreement. For instance, if we allow you more time to make a payment this will not affect our legal rights.

This agreement shall be governed by the law of the area where you are resident in the United Kingdom on the date the agreement is made. The courts of such area shall have non-exclusive jurisdiction. We will communicate with you in English.

5. Our right to set off

If we hold any money for you in another account, we may use this to reduce or repay any amount which has become payable under the agreement. We will only do this after we have given you a reasonable opportunity to pay us.

6. Assignment of rights and duties

We may transfer, assign, charge or securitise any of our rights and/or duties under this credit agreement and/or any amounts you owe under this credit agreement, but not so as to affect any provisions of this credit agreement or any of your rights to your detriment. Where we do so, we will give notice to you as soon as reasonably practicable. Following notice of any such assignment, any reference to we, us or our shall be read and construed as references to we, us or our, shall be read and construed as references to the assignee. You may not assign any of your rights and obligations under this agreement.

7. Methods of Communication

By entering into this agreement you agree that we may communicate with you and send documents to you (including statutory notices unless otherwise required by law) by SMS, email or postal address you have given to us. Where we send documents to you as an attachment by email these will be sent as PDFs. You agree to inform us immediately of any changes to your email address, telephone number and/or postal address.

8. Marketing preferences

When you enter this agreement, please inform us of your marketing preferences, including permission to allow or not allow marketing communications. You may also contact us if you wish to change your marketing preferences at any time in the future.

9. Amendments or variations to this agreement

We may vary these terms and conditions to:

- i) respond to changes in the costs we incur as part of providing the product;
- ii) make them easier to understand/to correct mistakes;
- iii) to reflect changes in the technology we use;

- iv) to reflect changes in our processes;
- v) take account (or in anticipation) of changes in the law, regulations, rules, codes of practice, court or ombudsman decisions or regulatory practice which relate to the services; or
- vi) for any other reason which achieves a legitimate purpose for our business.

We won't make any change greater than is justified by the reason for making it. Where we vary these terms and conditions, unless exceptional circumstances apply that mean we cannot give you such notice, we will provide you with 30 days' advance notice of the change. Upon expiry of the notice, the change will take effect immediately. If you object to any change, you are entitled to settle your agreement early.

HOW WE USE YOUR INFORMATION

JN Bank UK is the data controller of your personal information and is registered with the Information Commissioner's Officer under reference number ZA520442.

We collect, use and are responsible for certain Personal Information about you. When we do so we are subject to data protection laws applicable in the United Kingdom and we are responsible as 'controller' of that Personal Information for the purposes of those laws. We do not sell, rent or otherwise disclose personal information collected by our site to third parties in the normal course of business.

1. Personal information we collect about you

We may collect and use the following Personal Information about you:

- your name, address, date of birth, and contact information, including email address, telephone number and information in respect of your social media profiles;
- details about your transactions with us including accounts you use;
- your contact with us, such as a note or recording of a call you make to one of our contact centres, an email or letter sent, contact in our branch, or other records of any contact with us;
- your account information, such as dates of payments owed or received, account numbers or other information related to your account;
- Information relating to your financial circumstances including personal wealth, assets and liabilities, proof of income and expenditure, credit and borrowing history;
- your employment details, and information taken from identification documents like your passport or driving licence when we review your application for any of our products and/or services;
- information about your online activity; online profile and social media information, location coordinates, online and mobile banking security authentication, mobile banking and security authentication, mobile phone network information, searches.

2. Sensitive Personal Information

- We collect Sensitive Personal Information, but only in respect of: (i) your biometric data in relation to authenticating your identity when using our products and/or services; and (ii) your health data where you voluntarily disclose physical or psychological health details or medical conditions to assist you with your disability.
- Where permitted by law, we may process information about criminal convictions or offences and alleged offences for specific and limited activities and purposes, such as to perform checks to prevent and detect crime.

3. **How your personal information is collected**

We collect most of this Personal Information directly from you, by telephone, letter or email and/or via our website. However, we may also collect information:

- when you register and/or attend any of our events, webinars, or the conferences we host;
- from publicly accessible sources, e.g. Companies House or social media websites;
- directly from a third party, e.g.:
 - sanctions screening providers;
 - credit reference agencies;
 - customer due diligence providers;
- from a third party with your consent, e.g. another bank or building society;
- from cookies on our website – for more information on our use of cookies, please see our Cookies Policy; and
- via our IT systems, e.g.:
 - automated monitoring of our websites and other technical systems, such as our computer networks and connections;
 - CCTV and access control systems, including in our branch;
 - communications systems, such as call recordings; and
 - email and instant messaging systems.

4. **How and why we use your personal information**

Under data protection law, we can only use your Personal Information if we have a proper reason for doing so. In order to use your personal information, we rely on the following legal bases:

- processing is necessary for the performance of the products and/or services we provide to you (for example, opening an account, maintaining your account details and services connected with such account);
- processing is necessary for the purposes of the legitimate business interests pursued by us (including, for example, recovering outstanding monies owed, improving or offering suitable products and/or services);
- processing is necessary for compliance with a legal obligation to which we are subject (including undertaking screening for financial and other sanctions and conduct checks to identify you and verify your identity); and
- if we process your Sensitive Personal Information, we will only do so on the basis that we have obtained your explicit consent to carry out such processing.

Generally, we do not rely on consent as a legal basis for processing your Personal Information other than in relation to sending marketing communications to you (for example, via emails or text messages) and as set out in Section 4(iv) above. You have the right to withdraw consent to marketing at any time by contacting us (see 'How to contact us' below).

We collect and process your Personal Information in order to:

- provide products and/or services to you;
- verify your identity and check credit with credit reference agencies;
- to assess your affordability using Open Banking services;
- process and complete transactions, and send related information, including transaction confirmations and invoices;
- manage our customers' use of the products and/or services, respond to enquiries and comments and provide customer service and support;

- send customers technical alerts, updates, security notifications, and administrative communications;
- update customer records;
- prevent unauthorised access and modification to our systems;
- investigate and prevent fraudulent activities, unauthorised access to the products and/or services, and other illegal activities;
- undertake statistical analysis to help us manage our business, e.g. in relation to financial performance, customer base and work type;
- to contact you for the purposes of recovering outstanding monies owed; and
- for any other purposes about which we notify customers and users.

We may contact you via email to invite you to review any service and/or products you received from us in order to collect your feedback and improve our services and products (the “Feedback Purpose”).

We use an external company, Trustpilot A/S (“Trustpilot”), to collect your feedback which means that we will share your name, email address and reference number with Trustpilot for the Feedback Purpose.

We may also use such reviews in other promotional material & media for our advertising and promotional purposes.

If you want to read more about how Trustpilot process your data, you can find their Privacy Policy [here](#).

5. **Who we share your personal information with**

We may share Personal Information, in the following limited circumstances, with:

- companies within the JN Bank UK Ltd company group;
- third parties we use to help deliver our products and/or services to you;
- other third parties we use to help us run our business, e.g. marketing agencies, debt collection agencies or website hosts;
- other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
- other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account because of a financial crime;
- third parties approved by you;
- credit reference agencies;
- our insurers, brokers and other professional advisers;
- fraud prevention agencies if false or inaccurate information is provided and/or fraud is identified or suspected. Law enforcement agencies and other organisations may access and use this information; and
- in the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.

We only allow our service providers to handle your Personal Information if we are satisfied they take appropriate measures to protect your Personal Information.

The Personal Information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at <https://www.cifas.org.uk/fpn>.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some Personal Information with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

6. Credit Reference Agencies & Open Banking Services

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies (“CRAs”) and will request your consent to obtain financial information through Open Banking providers.

To do this, we will supply your Personal Information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- assess your creditworthiness and whether you can afford to take the product;
- verify the accuracy of the data you have provided to us;
- prevent criminal activity, fraud and money laundering;
- manage your account(s);
- trace and recover debts; and
- ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.

When CRAs receive a search from us they will place a footprint on your credit file. If this is an application search then it will be seen by other lenders; otherwise, it won't.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at <https://www.transunion.co.uk/crain> and <https://www.experian.co.uk/legal/crain/>.

We may request additional financial information that requires your consent through our Open Banking credit reference agency Bud to obtain additional credit and affordability information. More information regarding Credit Kudos and the data they hold, the ways in which they use and share personal information, data can be found here: [Privacy policy | Bud \(thisisbud.com\)](#)

7. Automated Decision Making

The information we have for you is made up of what you tell us, and data we collect when you use our services, or from third parties we work with.

We and other organisations acting to prevent fraud may process your personal information in systems that look for fraud by studying patterns in the data. We may find that an account is being used in ways that fraudsters work. Or we may notice that an account is being used in a way that is unusual for you. Either of these could indicate a risk that fraud or money-laundering may be carried out against a customer, the bank or the insurer. We have a legal obligation to undertake this activity. This is a form of automated decision making

When you apply for a loan, we will need to credit score you and assess you for that loan. We may use an automated decision-making process for that decision. In all cases you have the right for that decision to be explained to you and if necessary, the information corrected that made that decision.

8. Information Pertaining to Children

We do not knowingly collect or solicit personal data from anyone under the age of 18. If you are under 18, please do not attempt to register for our services or send any personal data about yourself to us. If we learn that we have collected personal data from a child under age 18, we will delete that data as soon as possible.

9. How long your personal information will be kept

We will only retain your Personal Information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, accounting, or reporting requirements.

To determine the appropriate retention period for your Personal Information, we consider the amount, nature, and sensitivity of the Personal Information, the potential risk of harm from unauthorised use or disclosure of your Personal Information, the purposes for which we process your Personal Information and whether we can achieve those purposes through other means, and the applicable legal and regulatory requirements.

When it is no longer necessary to retain your Personal Information, we will delete or anonymise it 6 years from the closure of the account.

10. Transferring your personal information out of the EEA

We may transfer Personal Information that we collect from you to our third-party data processors, vendors or hosting partners acting on our behalf located in countries outside of the European Economic Area (“EEA”) or to other entities in our group of companies in connection with the purposes set out above. We will only transfer your personal information outside the EEA where either the transfer is to a country which the EU Commission has decided ensures an adequate level of protection for your personal information, or we have put in place adequate safeguards as required by applicable data protection law. The adequate safeguards that we currently utilise are the relevant model clauses approved by the European Commission.

We may need to transfer your information to carry out our contract with you, to fulfil a legal obligation, to protect the public interest and/or for our legitimate interests. In some countries the law might compel us to share certain information, e.g., with tax authorities. Even in these cases, we’ll only share your information with people who have the right to see it.

If you would like further information, please contact our Data Protection Officer (see ‘**How to contact us**’ below).

11. Personal data sharing and transferring

We will not share rent or sell your personal data to anyone unless you agree to this, or such sharing is necessary to fulfil our contract with you, or we are legally allowed or required to do so. Moreover, your personal data will only be shared with selected organisations which comply with our security procedures and policies.

12. Business Transfers

We may choose to buy or sell assets and may share or transfer customer information in connection with the evaluation of these transactions. Also, if we, or our assets, are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, personal data could be one of the assets transferred to or acquired by a third party or another of our group entities.

IMPORTANT INFORMATION

Before you sign this agreement, it is important that you read and understand the data protection notice above in the box labelled ‘HOW WE USE YOUR INFORMATION’ which explains the way in which we will use your personal data. You are entering into this agreement electronically, by clicking the confirmation button below you are signing this agreement and agree to be legally bound by its terms.

This credit agreement is regulated by the Consumer Credit Act 1974. Sign it if you want to be legally bound by its terms.

How to contact us

You may write to us at 410 Brixton Road, London, SW9 7AW, call us on 0808 196 1945 or message us through our secure internet bank messaging service.

How to complain

If we do not live up to the standards you expect, or if you think we have made a mistake, please get in touch. You can write to us at JN Bank, PO Box 76282, London SW9 1ET marked for the attention of Customer Services or message us through our secure internet bank messaging service or telephone us on 0808 196 1945. If you are not happy with the way that we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4567 or 0300 123 9123 or sending an email to: complaint.info@financial-ombudsman.org.uk.

How we are authorised

JN Bank UK is the trading name of JN Bank UK Ltd. JN Bank UK Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 832786). Registered Office: 410 Brixton Road, London, United Kingdom, SW9 7AW. Registered in England and Wales. Company No. 11734380.

These are final versions and replace any versions you have previously been given to you verbally or in writing.