



Current Account Terms and Conditions

Account Schedule – Sole Trader Current Account and Paid For Service

1 January 2022

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Approximate time to read: 11 minutes

Introduction

This is the Account Schedule for your Sole Trader Current Account. This forms part of your Agreement with us in respect of your Sole Trader Current Account. Except where otherwise defined in this Account Schedule, terms defined in the General Part will have the same meaning in this Account Schedule.

This Account Schedule has two parts. Part 1 applies to your Sole Trader Current Account. Part 2 also applies if you sign up to use a Sole Trader Current Account Paid For Service.

Confirmation Statements - Your Business and Sole Trader Current Account

You confirm that:

- you are 16 years old or older;
- you are resident in the United Kingdom;
- you are a sole trader in respect of your Business (meaning you are not in partnership with any other person, whether natural or legal, in relation to your Business);
- you do not own, manage or run your Business through a separately incorporated legal entity;
- your Business is not engaged in or linked in any way to any of the business activities listed in the Annex to this Account Schedule;
- your Business operates and has its centre of main interest in the United Kingdom;
- you are not the subject of any sanctions administered or enforced by any Sanctions Authorities;
- your Sole Trader Current Account is for business purposes and use only;
- you only have one Sole Trader Current Account with us; and
- your Sole Trader Current Account is not a Client Money account and you do not use our services to hold and/or carry out transactions with Client Money.

If any of the confirmations listed above become false, inaccurate or misleading, you must inform us immediately.

Additional Definitions

“Business” means the business you own and operate and for which you have applied for a Sole Trader Current Account with us.

“Client Money” means money (whether in the form of cash, cheque or otherwise) which is held or received for or from a client, including money held by you as a stakeholder, which is not immediately due and payable on demand into your own account.

“Confidential Information” means any information which has been designated as confidential in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of a party to this Account Schedule, including IPR, together with all information derived from the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential.

“Data Processing Agreement” means the document (as updated by us from time to time) as set out at <https://www.starlingbank.com/docs/legal/extra-services-data-processing-agreement.pdf>.

“Extra Service” means the extra account functionality included as part of a Paid For Service.

“Intellectual Property Rights” / “IPR” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of

such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Paid For Service**” means the subscription service you subscribe to as part of your Sole Trader Current Account. Each Paid For Service is made up of a selection of Extra Services as determined by us from time to time.

“**Sanctions Authorities**” means the following national and supra-national authorities: United States Department of Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union and the UK’s Office of Financial Sanctions Implementation within Her Majesty’s Treasury.

PART 1

Your Sole Trader Current Account

Ceasing to Trade or Selling your Business

If you cease trading or sell your Business and, as a result, you no longer own and operate your Business, you must notify us immediately.

Overdraft Facility

If we offer you an Overdraft Facility and you accept it, Section 4 (Overdrafts) of the General Part will apply to your Overdraft Facility. In addition, the following terms apply to any Overdraft Facility we may offer you:

- you may use the Overdraft Facility for working capital purposes only;
- we are under no obligation to monitor your use of the Overdraft Facility; and
- you will provide us with any further financial or other information about you or your Business that we may require in connection with the provision of your Overdraft Facility.

Maximum Payment Limits and Restrictions

Payments from your Sole Trader Current Account are subject to limits and restrictions we set from time to time, such as to the maximum amounts you can send on: (i) an individual payment basis; and/or (ii) a daily or other periodic basis. You can find out more about these limits and restrictions in the App and on the website. We may consider allowing you to make a payment transaction beyond any such limits or restrictions - please get in touch with us to request this.

Closure of your Sole Trader Current Account

In addition to our rights set out in “**Restricting and Closing your Account**” in **Section 3: (Managing your Account)** of the General Part, we may close, restrict or suspend your Sole Trader Current Account immediately on notice and/or terminate our Agreement in respect of your Sole Trader Current Account if:

- any of the statements listed in “Confirmation Statements - Your Business and Sole Trader Current Account” above are or become false, inaccurate or misleading or we reasonably suspect they are;
- we become aware that any actions, proceedings, procedure or step is taken in relation to your bankruptcy, or any Individual Voluntary Arrangement, or your Business ceases trading for any reason;
- you sell your Business to any third party; or
- we need to verify any matter or activity related to your Sole Trader Current Account

PART 2

Your Paid For Services and Extra Services

You may choose to subscribe to a Paid For Service if you hold a Sole Trader Current Account with us.

You can do this by applying through the App or on Online Banking. Extra Services are intended for use only in the United Kingdom with your £ Sterling denominated Sole Trader Current Account.

We may make changes to Paid For Services from time to time including amending which Extra Services are included in a Paid For Service.

We may carry out maintenance to any Extra Service(s) from time to time and where this happens, we will let you know when we plan to do so and for how long any Extra Service(s) will be unavailable. If we have an emergency or need to do unplanned maintenance on any Extra Service, we will try to let you know as soon as possible.

Although we try and make sure an Extra Service is available, we do not guarantee a continuous and uninterrupted service. We will not be liable to you if you suffer any loss in such circumstances.

Monthly subscription fee for Paid For Services

We will apply a monthly subscription fee (paid in advance) for the Paid For Service you subscribe to. The amount and the timing of the subscription fee will be set out in the Rates, Fees and Charges information sheet for all GBP Business Current Accounts and GBP Sole Trader Current Accounts. If you sign up for a Paid For Service part way through a month, at our discretion we may waive the subscription fee for that partial month provided you keep the Paid For Service active until at least the first day of the following month (and we have successfully taken payment for that month).

Once available, you can request we change the Paid For Service you are subscribed to by contacting us. We will aim to complete your request as soon as possible. Your request may result in a change to your monthly subscription fee.

Confidentiality

Unless any disclosure is required by law or regulation:

- You will keep our Confidential Information confidential and you will not share it with any third party without our prior written consent.
- We will keep your Confidential Information confidential and we will not share it with any third party without your prior written consent.

Data sets

We may create, collect and use anonymised data sets from your use of each Extra Service. You agree that we may use these data sets for our commercial purposes and for sharing such anonymised data sets with third parties. We own the IPR in such data sets.

Termination of a Paid For Service

You may ask us to terminate any Paid For Service immediately through the App or by contacting us. Your access to the Paid For Service will stop at the end of the month that you make the request.

Subject to our immediate termination rights as set out below, we may terminate or suspend any or all Extra Service(s) or Paid For Service by giving you at least two months' notice.

We may terminate or suspend any Extra Service(s) or Paid For Service immediately and without notifying you, where:

- we close, restrict, or suspend your Sole Trader Current Account;
- we are required by law or a regulator to do so; or
- you breach the terms of the Agreement including this Account Schedule.

Where we terminate or suspend immediately in such circumstances, we will try and give you notice before doing so unless we are allowed not to under the Agreement or we are not allowed to do so by law or regulation.

On the termination or suspension of any Extra Service or a Paid For Service:

- Your licence to use any or all Extra Service(s) is also terminated and you will no longer be able to use that Extra Service or Paid For Service. On termination we will stop charging you the monthly subscription fee. On suspension, we will not charge you the monthly subscription fee until we reinstate your Paid For Service.
- Subject to you having a Sole Trader Current Account with us and not having breached the terms of this Account Schedule, we may allow you limited access to view and download some historic data from the Paid For Services (in addition to any historical data you are entitled to at law). The scope of this limited access will be set out on our website (as amended by us from time to time).

Limitations of our liability for your use of Paid For Services

Subject to any other limitations of liability and exclusions set out in this Account Schedule – Part 2 and also without impacting any areas of liability we cannot exclude at law:

- we will not be liable to you for any special, indirect or consequential costs, damages, charges or expenses of any nature; loss of profits; loss of business, contract or goods; loss of revenue; loss of use; loss or depletion of goodwill or similar losses; or loss of anticipated savings; and
- our total aggregate liability to you for all losses, claims, damages, costs or expenses arising out of or in connection with all Paid For Services in any circumstances, whether in contract, tort (including for negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise shall be limited to 3 x the total amount of monthly subscription fees you paid us for the Paid For Services in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

Third Party Rights

Except for any of Starling's Affiliates, nothing in this Account Schedule confers or is intended to confer a benefit enforceable by a person who is not a party to it and no term of this Account Schedule is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Account Schedule. We may vary, terminate, suspend or rescind this Account Schedule without the consent of any third-party beneficiary.

Specific terms for Extra Services

Licences for each Extra Service

We grant you a personal, non-exclusive, UK based and limited licence for each Extra Service you are permitted to use for your own internal business purposes. We (or our licensors) own all the IPR in each Extra Service. You can use Extra Services on Online Banking, and once available, on the App. You must not sub-licence any Extra Service.

Your IPR

Where you upload any IPR to our systems as part of a relevant Extra Service (for example your business logo, personalised invoice design or in supplier receipts or bills) you grant us a licence to use such IPR to provide the relevant Extra Service to you. You warrant and represent that you have the full rights to such IPR and **you fully indemnify us on an unlimited and uncapped basis, against any claims and losses we may suffer due to any third party claim that use of such IPR infringes their rights.**

General limitations for Extra Services

Each Extra Service is offered as is and except for those warranties or representations expressly set out in Part 2 of this Account Schedule, all other warranties or representations (whether express or implied) are excluded. To the extent permitted at law, we do not accept any liability for any losses you may suffer as a result of you using any Extra Service including where a third party is involved.

For each Extra Service where you are required to enter or scan information into it, such as to record expenses or income and generate documents (including invoices or tax submissions), you must ensure such information is accurate and that any document created by an Extra Service is accurate before using it or sending it to any third party, including relevant tax or regulatory authorities. Subject to such information being accurate, we warrant that our Extra Services with VAT estimation and management functionality conforms to the Her Majesty's Revenue & Customs (HMRC) UK VAT guidance for the completion of VAT returns as at the date you enter into this Account Schedule.

Collection of information about and submission of VAT to the relevant tax or regulatory authorities relies on technology from relevant tax and regulatory authorities and other third parties, and we will not be liable for these technologies. You remain fully responsible for your tax affairs and for paying any tax liabilities due to the relevant tax or regulatory authorities.

Where you use an Extra Service which allows you to connect to a third party (such as HMRC for your VAT profile), you must ensure you have registered and maintain your registration with such third party.

Personal data of your clients or suppliers

Where you use an Extra Service which allows you to upload personal data to our systems, and we act for you as your Data Processor:

- Before you share any personal data of your clients or suppliers with us as part of the relevant Extra Service (for example, to upload contacts to your invoicing address book or a bill containing supplier details), you must ensure you have all rights and permissions (including regulator registration) needed to do this and you warrant and represent to us that this is the case. Unless we are at fault, you fully indemnify us on an unlimited and uncapped basis, against any third-party claims and losses we may suffer due to your breach of this paragraph and/or the Data Processing Agreement.
- You are the Data Controller of your clients or suppliers' personal data you upload as part of your use of the relevant Extra Service. We are your Data Processor for such personal data, and we will process this personal data as described in the Data Processing Agreement.

ANNEX

Entities engaged in, or linked in any way to, any of the following activities may not open or have a Sole Trader Current Account with us:

- banking and/or deposit taking;
- consumer credit activities (except where acting as a broker), including debt management and debt collection firms;
- FCA regulated investment business;
- claims management services;
- electronic money;
- insurance and reinsurance business (except where acting as a broker);
- home finance business (except where acting as a broker);
- pensions;
- credit reference agencies;
- exchanges (including currency and commodity exchanges);
- virtual currencies;
- money transfer (including Money Service Bureaus);
- prepaid and/or stored value cards;
- defence or weapons (including manufacturing and/or distribution of weapons, explosives or armaments);
- gambling or betting (including the establishment or operation of lotteries or competitions);
- money lending;
- activities undertaken by unregistered or unregulated charities;
- dealing in antiques, art, watches, precious metals or precious stones;
- dating or escort services;
- sale of used vehicles;
- pornography or adult entertainment;
- distribution of non-licensed drugs (including Cannabidiol/CBD);
- political parties;
- mining and commodities, including the sale, distribution or production of oil, fuel, wood, gas, charcoal and coal.