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# Mobile App Terms



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## Welcome

These are the terms and conditions for using the Starling app, which you can use to make payments and manage your account. For example, you can set up standing orders, manage Direct Debits, and update your personal details instantly. The Starling app is also the main way in which we'll communicate with you, and the quickest way you can get in touch with us.

When we say 'Starling' 'we', 'our', or 'us' in these terms, we mean Starling Bank Limited. When we say 'you' or 'your', we mean the person whose name the account is under.

Please make sure you read these terms carefully – you'll need to accept them before you can use the Starling app.

These terms apply across all of our personal accounts. You should read this document alongside the terms and conditions and account schedule for your account.

We'll let you know if we update or change these terms. We might do this at any time to reflect changes to the law, or to give you information about any new features. By continuing to use the Starling app you accept these changes. If you don't, you won't be able to carry out most – or all – of the functions for your Starling account.

### Getting in touch with us

You can contact us 24 hours a day, 7 days a week using the following contact details.

#### Starling app

The best way to contact us is through the Starling app.

#### Telephone

+44 (0) 207 930 4450

#### Email

help@starlingbank.com

We'll let you know if the details above change.

The Starling app is provided by Starling Bank Limited, a company registered in England and Wales as Starling Bank Limited (No. 09092149), 5th Floor, London Fruit And Wool Exchange, 1 Duval Square, London, E1 6PW.

Starling Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 730166.

## **Getting started**

# Is your device compatible with the Starling app?

To use the Starling app you'll need to have a compatible Apple or Android device. You should check you've installed the latest update on your device. New customers will need to have at least the iOS 12 update to run the app, or version 6.0 for Android phones. If you're an existing customer, you should be able to run the Starling app on iOS 11, or version 5.0 for Android phones. For more details please visit our website: <u>https://help.starlingbank.com/business/topics/setting-up-an-account/what-devices-can-i-use-the-starling-bank-app-on</u>.

We aren't responsible for any loss or damage you face if your device is infected by a virus or corrupt file and this impacts your use of the Starling app in any way. For more information on what we're responsible for, please see the section <u>Our legal responsibility</u> below. The app uses push notifications to give you certain information, notices and messages from us. You shouldn't turn these push notifications off, or you could miss important messages about your account.

### Keeping the Starling app up to date

You must upgrade the Starling app when a new version is available. You should check that you have the latest software updates installed on your device. If you don't, certain features of the app might not work, or you might not be able to use it all.

We won't be responsible if you can't use the app because you didn't update it, or you didn't update your phone's operating system.

#### When we'll make updates

We'll make updates to the Starling app from time to time. If this will affect your access, or we need to temporarily take the app down to make an update, we'll let you know before we do this. If we need to carry out any unplanned maintenance on the app (for example, to fix an issue), we'll let you know as soon as we can.

### Keeping your details safe

When you download the Starling app, you'll need to choose certain security details that you'll use to log in to the app, such as a password or passcode. You should ensure the details are unique and you do not use the same security details you use on other websites and apps. It's your responsibility to keep this information safe.

If you have a joint account, both you and the other account holder can download the app. Please make sure you don't share your password or passcode with anyone else, including the person you hold the account with.

If you think someone else has access to your Starling app or your security details, please let us know straight away. Remember, we'll never ask for your passcode, password, or other security details. Never share your security details with anyone, even if they say they work for us.

## How your Starling app works

### Payments in and out of your account

#### Cheque imaging

You can use the Starling app to pay in cheques into your account through 'cheque imaging'. This involves scanning or taking a picture of your cheque. There are certain restrictions to deposits by cheque imaging, such as the maximum value of a cheque and the amount of money you can deposit by cheque per day. Please check the Personal Account General Terms or our website for more information.

#### **Nearby Payments**

'Nearby Payments' lets you send money to Starling customers around you. You'll usually be able to do this when you open your Starling app around someone else who has a Starling account. Please check the Personal Account General Terms or our website for more information.

#### Settle Up

'Settle Up' allows you to create a link that you can send other people to request them to pay you in British pounds. You can do this by going to the 'Payments' section of the Starling app and tapping 'Request money'. Some limits on how much money you can request will apply. If the person you're sending a Settle Up request to is not a Starling customer, they can only pay you using a debit card. Please check the Personal Account General Terms or our website for more information.

### If you have a Kite Space

Starling Kite allows a child to have limited access to the Starling app. The child won't be able to make payments through the Starling app, but they will be able to view their balance, as well as previous payments they've made.

#### When you can limit the child's access to the Starling app

If you're the parent or legal guardian of a child using Starling Kite, you can choose whether to add additional limits to the child's access to, and use of the Starling app. You can also ask us to remove your child's access to the Starling app at any time. This won't affect their Kite Space or Kite card – they'll still be able to use these.

#### When we may limit the child's access to the Starling app

We can limit the child's access to the Starling app at any time without letting you or the child know in advance. We'll also do this straight away if you close the child's Kite Space.

#### Your responsibilities

You must make sure your child follows the guidelines we've set for using the Starling app in this document. If they don't, you may be responsible for any losses (such as money) Starling may incur.

### Things you mustn't do

Under this agreement, you must not (and must not help anyone else to):

- Install the Starling app on someone else's phone and access your account through it.
- Allow anyone else to register their biometrics on your device. Biometrics include things like fingerprint or face scans – these are commonly used as security measures.
- Share your password, passcode, or security details with anyone else.
- Use the Starling app for anything illegal.
- Use the Starling app in a way that breaks the agreement you have with us.
- Hack into or access the Starling app to collect any data or collect any information from our systems.
- Tamper with the Starling app, adapt it, interfere with it, or access the app in a way that could damage it or stop it from working or affect our systems or other users.
- Upload any content that's considered violent, threatening, discriminatory, or with the potential to encourage racial hate.
- Upload any content that's considered obscene, pornographic, or that breaches someone's confidence or privacy.
- Try to bypass the app security controls and permissions we've set.

Under this agreement, you're not allowed to change how the Starling app works, copy it, or convert it into a different form e.g. for a computer to understand or process. You also can't help anyone else to do any of these things. This includes reverse-engineering the app, which can involve:

- Taking the machine code of the app and recreating the original source code to understand how it works.
- Translating the machine code of the app into a format that one can read.

If you do any of the above, we may hold you responsible for any loss or harm we suffer as a result.

### What happens when your account is closed

Deleting the Starling app will not close your account or end your agreement with us. Please make sure you read the Personal Account General Terms and your account schedule for rules around closing your account.

If you or we close your account, don't delete your Starling app until all accounts with us have been closed and your money has been returned. If you owe us money, don't delete the app until you've paid us back. Once all your accounts with us are closed you should save any important account information (such as any statements or other important documents). After this, you must delete the app from all your devices. This agreement will terminate once you delete the app.

## **Rights and responsibilities**

### **Our legal responsibility**

If we don't keep to these terms and conditions, we'll be responsible for any losses (such as money) you suffer as a result. We won't be responsible for anything outside of our control, or anything we couldn't have predicted beforehand.

The Starling app is made available for customers on an 'as is' basis. When we give you access to the app, this is done in whatever condition the app currently exists in. This means we won't guarantee there will never be any faults or issues with it, or that it'll always be available to you.

### Your right to use the Starling app

We give you a non-transferable, royalty-free right to use the Starling app and its software to open and manage your account. This will apply to any app updates that we release unless we issue a new licence at the time of the update. Your right to use the Starling app starts when you install it. It will end when you close your accounts with us and delete the app.

We may end your rights to use the Starling app at any time by contacting you if we believe you have broken these terms in a serious way. If what you have done can be put right, we'll give you a reasonable opportunity to do so. If we end your rights to use the app, you must stop using the app and delete it from your device.

### Intellectual property rights

'Intellectual property' in this document means things we've (or someone on our behalf has) thought of or invented. When we say our 'intellectual property rights' we refer to the rights that we have to own and use those inventions or creations.

We own all intellectual property rights in our brand and name, our software, the Starling app and online banking. We also 'licence' our intellectual property to people other than you, which means while we own these rights, we sometimes give others permission to use our intellectual property. Other than the licence to use the app as set out in these terms, you won't be given any rights related to our intellectual property.

#### **Transferring rights**

You can't transfer your rights under these terms unless we've agreed to it. We can transfer our rights to another business or person, but this won't change the nature of these app terms or the terms of your account. We can also enforce our rights at any time while you have an account with us.

#### Using the Starling app outside of the UK

If you want to use the Starling app outside the UK, you are responsible for making sure it is lawful to do so in that country. You're responsible for complying with those local laws. We're not responsible for any loss if you break local laws.

### Your information and privacy

We use device analytics to make the Starling app work and keep the app safe and secure. This helps us to protect against fraud, comply with financial crime laws and manage and identify any security or fraud risks that might arise in the app.

Our privacy notice has information about how we collect, use, share, and store your personal information. It also explains when we will use your information and who we can share it with. To understand how we do this and what your rights are, please read the full privacy notice. This is available in the Starling app and on our website at www.starlingbank.com/legal/privacy-notice.

### **Open-source software and external websites**

The Starling app uses open-source software and licences. Details of these are available in the app. The app may also contain links to other websites not connected to Starling. We're not responsible for the information these websites provide or how they use your information.

## Making a complaint

To make a complaint, please get in touch with us through the Starling app. You can do this by tapping the menu in the top-right of your app's home screen, and then tapping 'Help'. You can also make a complaint by calling +44 (0) 207 930 4450 or emailing us at help@starlingbank.com.

If you want to write to us, this is the address you can use:

Starling Bank Customer Relations Team, 8th Floor Brunel House, 2 Fitzalan Road, Cardiff, CF24 0FG.

More information about how we handle complaints is available at <u>https://www.starlingbank.com/how-to-complain</u>.

Any legal disputes that may come up will be governed by English law and handled in English courts. However, if you live in Wales, Scotland or Northern Ireland, either you or us can also bring a claim in the courts of the country you live in.

#### If you're not happy with our response

You can refer your complaint to the Financial Ombudsman Service (FOS) if you're not happy with how we handled your complaint. The FOS is an independent organisation that helps settle issues between banks and customers. You can contact the FOS on the details below.

#### Address

Financial Ombudsman Service, Exchange Tower, London E14 9SR

#### Phone number

0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)

#### Email

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

#### Website

www.financial-ombudsman.org.uk