



# Current Account and App Terms and Conditions

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## Current Account and App Terms and Conditions

**Please read this Agreement carefully and make sure you understand it.**

### **AGREEMENT FOR THE PROVISION OF A BANK ACCOUNT AND BANKING SERVICES WITH STARLING BANK LIMITED**

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#### **Introduction – our agreement with you**

1. Here "we" (that's Starling Bank Limited and "us" or "our" has the corresponding meaning) set out our agreement with you when you have an Account and when you use Starling Services including the App ("Agreement") and by using the App, an Account and/or Starling Services you agree to be legally bound by this Agreement. There may be agreements about other services which take priority over this Agreement, including in relation to MasterCard, ApplePay, Google Pay, foreign currency transactions, use of ATMs. Please check those carefully if they apply. When you make an International Payment, the International Payment Terms will also apply. When you use the Settle Up service, the Settle Up Terms will also apply.
2. The meaning of terms in capitals are found at the end of the Agreement.
3. Please see what "get in touch" means and how you can do so if you have any questions or queries.
4. If you authorise another person to operate your Account for you (for example, under a power of attorney), we will deal with that person as if he or she were you for the purposes of this Agreement, but we will only use information about that person to allow them to run the Account. We will need to see evidence of this authorisation before we can agree to act on their instructions. If you would like to know more about what we need to see, please get in touch.
5. Some of the information relevant to your Account and the App is available in other places – please check the App for updates.
6. **PLEASE SEE THE VERY IMPORTANT PROVISIONS BELOW ABOUT:**
  - 6.1. **BEING "in arrears" (including in paragraphs 8 and 21) AND POTENTIAL EFFECTS ON YOUR CREDIT RATING;**
  - 6.2. **CHANGING THIS AGREEMENT;**
  - 6.3. **LIABILITY;**
  - 6.4. **SECURITY AND APP SECURITY.**

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#### **What you need to do to have an Account**

7. By agreeing to this Agreement, you are accepting that:
  - 7.1. you are 18 years or older;
  - 7.2. you are resident in the UK;
  - 7.3. you are not a citizen or resident of the United States;
  - 7.4. your Account is for personal use;
  - 7.5. this is your only bank account with Starling; and
  - 7.6. if any of these change, you will advise us as soon as possible.

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### Checks we do and information regarding tax status

8. We will regularly:
  - 8.1. conduct identity checks, fraud checks and credit checks;
  - 8.2. update the credit bureaus and other data sources that we use from time to time as to the conduct of the Account and matters related to it – **this includes if your Account is in arrears for more than a calendar month – please see paragraph 21 in particular – and this may affect your credit rating.**

Please check our Privacy Policy for other information about data.

9. The law requires us in certain circumstances to collect and retain certain information about you and your Account and to share it with UK tax authorities or tax authorities in other jurisdictions. If we ask for any information in this regard, you must supply it to us. Those UK and other tax authorities may in turn pass such information to tax authorities in other jurisdictions. Please note that, in certain circumstances, the law may also require us to withhold monies you have with us and pay those monies to appropriate tax authorities.

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### Paying money into or out of your Account

10. You can pay funds into your Account via the App and we will make those funds available to you as soon as they are available to us. We can refuse to act on your instruction to pay or transfer funds into your Account if we suspect that the payment or transfer is fraudulent or illegal.
11. All funds on your Account can be withdrawn by making a payment from your Account or by a Third Party Provider you have authorised to make payments from your Account. However:
  - 11.1. restrictions apply to ATM withdrawals;
  - 11.2. we will only accept payment instructions through the App or through a Third Party Provider you have authorised to make payments from your Account;
  - 11.3. sufficient funds must be available, meaning you must have enough money in your Account and any available overdraft or buffer we give you in order to make any payment or withdrawal.
12. If you don't have sufficient available funds in your Account to make a specific payment, that payment will normally be rejected. However, we cannot guarantee that this will always happen as there can be circumstances (e.g. certain offline transactions) where it is not operationally possible for us to reject a payment. In these instances, you may become overdrawn or exceed an agreed overdraft and will still be liable to repay the money - please see the paragraph entitled "Overdrafts" and in particular paragraph 21.
13. Subject to paragraphs 10, 11 and 12 above, we will act on your instruction to make a payment unless (i) we are required to withhold the payment by law or regulation; (ii) we have reason to believe that the instruction either wasn't made by you or has been made fraudulently or with criminal intent or similar; (iii) there is a technical reason why we cannot make the payment; or (iv) you are in breach of the terms of this Agreement. We will let you know if we do not act on any instruction, unless we are prevented from doing so by law or regulation. If you need to discuss any payment transaction which we have withheld, please get in touch.

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### Foreign currency transactions

14. Money paid or transferred in to your Account can only be received in £ sterling. In relation to any

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payments or transfers in to your Account in foreign currencies, please see the Rates Pages.

15. If you make an International Payment, the International Payments Terms will apply. Further information on International Payments can be found in the App and on the Website. Please also see the Rates Page for specific information on exchange rates and Fees.
16. For any Fees that Starling charges for card use abroad, please refer to the Rates Pages. Please note that there may be separate terms that apply to the use of the card by the card scheme provider, MasterCard.

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### Overdrafts

17. As a responsible lender, we complete credit checks before we agree to lend money and, if you do take out an overdraft, we will continue to review your overdraft regularly. If you are offered an overdraft you will be advised of the interest rate on that overdraft.
18. If you have an overdraft agreed with us, we can increase it, reduce the amount you can borrow or cancel it at any time.
19. If you go into overdraft (accidentally or not) or we lend money to you:
  - 19.1. we may charge you interest;
  - 19.2. we may require the money to be repaid as soon as we request repayment (payable on demand) although normally:
    - 19.2.1. for agreed overdrafts we will give you 30 days' notice; and
    - 19.2.2. for overdrafts which are not agreed, paragraph 21 will apply (immediate repayment).
20. You have the right to cancel your agreed overdraft without providing a reason for doing so. This right begins on the later of the day after you agree the overdraft and ends 14 days later. If you do wish to cancel your agreed overdraft, you must repay any overdrawn amount and any interest payable.
21. It may happen that your Account becomes overdrawn by an amount which is more than your agreed overdraft or by any amount where you do not have an agreed overdraft, e.g. for some offline payments or where interest is charged to your Account where you have used the maximum agreed overdraft – see the meaning of "in arrears". If this happens, you must repay this amount immediately and interest will be charged until it is repaid either at the interest rate of your agreed overdraft or if you do not have an agreed overdraft at an interest rate of 15% EAR (which has the meaning set out on the Rates Pages). **If you are in arrears:**
  - 21.1. for more than 31 days, then:
    - 21.1.1. we may report this to the credit bureaus, which may affect your credit rating;
    - 21.1.2. we may seek to recover such sums through our standard recovery procedures;
  - 21.2. for more than 90 days, you may be deemed as being in default in relation to this Agreement and we may issue a default notice.

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### Interest you earn or are charged

22. Interest will be payable to you each day your Account is in credit.

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23. We charge interest each day you are overdrawn or on any monies you owe us.
  24. Please note the amount on which you are in credit or overdrawn may differ from your balance shown on the App. Your balance on the App will normally include pending transactions which have not been settled.
  25. We calculate interest:
    - 25.1. on your cleared balance at the End of Each Day, having taken into account the payments in and out that day;
    - 25.2. on the basis of 365 days in a non-leap year and 366 days in a leap year.
  26. Interest rates are found on the Rates Pages.
  27. Where interest is payable to you, we will pay it into your Account on the first day of the following calendar month. Where interest is payable by you, we will let you know how much is due at the end of the calendar month and deduct it from your Account 15 days later.
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### Fees, Charges and enforcing our rights

28. Details of any Fees and Charges that apply from time to time are found on the Rates Pages.
  29. In the event that:
    - 29.1. you owe us money for any reason, we can set off the money in your Account against what you owe us - this will lower the amount you are in credit;
    - 29.2. you do not comply with your obligations under this Agreement, we may enforce all our rights and reserve the right to charge reasonable costs of doing so (including recovery costs, court costs and legal fees).
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### Closing your Account and switching your Account

30. You can notify us you want to close your Account via the App.
31. We can notify you we are, as soon as possible, closing your Account and ending the Starling Services if any of the following happen:
  - 31.1. we suspect your Account, or your money, is being used for fraudulent, illegal or immoral purposes or we suspect that someone else is using your Account without your authority;
  - 31.2. we don't have sufficient information to operate your Account or it turns out you weren't allowed to use the Starling Services in the first place;
  - 31.3. your behaviour towards us makes it difficult to deal with you (e.g. you insult or threaten us or our people);
  - 31.4. you weren't entitled, or are no longer entitled, to open the Account or use our service (this includes if you do not accept any revised Agreement);
  - 31.5. you don't pay any Fee or Charge on time;
  - 31.6. you commit a material or persistent breach of this Agreement or you do any matter in the paragraph "Things you must not do";
  - 31.7. you are declared bankrupt or die.

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32. If either you notify us or we notify you of the closure of your Account then:
- 32.1. you won't be able to use your Account or any services linked to it anymore;
  - 32.2. your debit card will no longer work;
  - 32.3. if you owe us any money (including any payments you have already made but that have not been taken out of your Account), we may choose to keep your Account open and we may seek to recover such sums.
33. If your Account closes, you are responsible for cancelling any payments to or from your Account. However, if someone pays money into a closed Account, we'll try to send the money back to them if we have the information we need to do so.
34. On closing your Account:
- 34.1. in respect of any funds remaining on the Account, we will either transfer those funds to a bank account you have designated, via the Current Account Switch Service (see below) or by sending you a cheque to the address we hold for you (please note paragraph 39 below about the need to keep the contact details we hold for you up-to-date);
  - 34.2. this Agreement will end, although certain terms will remain in force – these are terms which by their nature or context should remain in force after the Agreement ends and they include paragraphs 8, 9, 19, 22, 23, 26, 67, 68, 69, 70 and 71.
35. You can switch your current Account by using the Current Account Switch Service, which is a service operated jointly by Bacs and in which most of the main banks now participate, to make it easier to move your Account from one to another. If you decide to switch away from us by using this service, the bank you're switching to should give you information on what will happen.
36. If your Account closes, for privacy or security purposes you must comply with paragraph 61 below (see particularly the part about uninstalling your App).

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### How we keep in touch

37. If you experience any problems with the Starling Services, please get in touch.
38. We will be available to be contacted every day of the week. However, on some occasions, we may not be able to respond immediately.
39. So that we can continue to manage your banking, protect your Account, and communicate with you safely and quickly it's essential that you keep us informed if there are any changes to your situation, contact or personal details or any other important changes. So if you change your name, address, mobile number or any other detail, please let us know. If you don't tell us that your details have changed, we will get in touch using the last set of details we have for you.
40. Once we get in touch, we will assume you have received the message we've sent, which is why it's important to regularly check the App and look out for things like texts from us. If you haven't accessed your App for 12 months, we will remind you to check your balance and details and confirm to us you have done so.
41. You accept that Starling will in first instance communicate with you through the App and if you wish to store any documents, you may download them, email them to yourself or store them on your own device. You have the right to obtain documents in paper form and should get in touch if you wish to do so. We will make monthly statements available through the App.

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### What if something goes wrong? Complaints...

42. Obviously, we don't want something to go wrong, but if it does, please let us know as soon as possible by getting in touch through the App. If you can't access the App, please email us at [help@starlingbank.com](mailto:help@starlingbank.com).
43. If we don't resolve your complaint to your satisfaction or if we don't deal with it within 8 weeks, the Financial Ombudsman Service (FOS) may be able to help you. The FOS is an independent organisation, which helps to settle disputes. You can find out more on the FOS website. <http://www.financial-ombudsman.org.uk/>.
44. If you want to dispute an inaccurate transaction on your debit card, you must first attempt to contact the merchant to settle the dispute. If you have been unsuccessful in contacting the merchant or resolving the dispute, you may request a refund by getting in touch. If you have a valid reason for requesting a refund we will investigate and keep you updated on the progress. We will either issue you with a refund or, if this is not possible, provide you with information on how to pursue the case further.
45. We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors – including individuals and small businesses – are covered by the scheme. An eligible depositor is entitled to compensation up to £85,000. The £85,000 covers all the funds held in the eligible depositor's accounts with the bank and not each separate account. For more information about the FSCS (including amounts covered and eligibility to claim) you can visit their website at <http://www.fscs.org.uk/>. You can contact the FSCS directly with any compensation-related queries on 0800 678 1100 or 020 7741 4100.

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### Mistaken payments into your Account

46. If we mistakenly make a payment into your Account, we can take an amount equal to the amount paid in without permission. We will tell you about these payments in and out.
47. If someone else tells us they've accidentally made a payment into your Account we will let you know and ask your permission to return the money. If you refuse, we will not pay money to the other person until there is a proper resolution of the matter.

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### Liability

48. We accept liability for the following:
  - 48.1. fraud or the making of unauthorised payments from your Account, except where it results from your gross negligence (please note that when we make payments, we do not check the name of who you are paying to);
  - 48.2. if we make a payment to another bank and the other bank says it doesn't receive it (unless you gave us the wrong details or it turns out that bank did receive it);
  - 48.3. if we don't comply with our obligations under this Agreement, for foreseeable loss or damage you suffer as a result of our breach, or our failure to use reasonable care and skill;
  - 48.4. in other circumstances where our liability is not able to be limited under any applicable law and nothing in this Agreement is intended to exclude or limit our liability in relation to this.

If a payment is taken from your Account where you did not know the exact amount when you authorised it (like a direct debit) and it was more than you reasonably could have expected, we will

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refund the payment (and any interest lost) provided that you ask for the refund within eight weeks of the payment and provide us with all information we need to check the circumstances.

49. Nothing in this Agreement shall be read as an attempt by us to limit our liability for death or personal injury as a result of our negligence or that of our employees.
  50. **We are NOT liable for any matter as far as the law allows except those above where we have accepted liability. Matters for which we are NOT liable include the following:**
    - 50.1. business losses including loss of profit, loss of business, business interruption, or loss of business opportunity;
    - 50.2. losses if you are unable to access the App (for example, if you can't obtain a product at a stated price);
    - 50.3. if the device you use to access the App or to send or receive information doesn't work properly;
    - 50.4. any loss or damage arising out of your use or inability to use the App or its functionality;
    - 50.5. losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control and our efforts to the contrary (e.g. failures caused by industrial action, problems with another system or network, third party viruses or malware);
    - 50.6. where you have been fraudulent or careless or where you have breached this Agreement – see App security in particular below;
    - 50.7. any consequential or similar types of losses from timing delays where we must comply with the law (for example foreign exchange losses where there are timing delays in transactions where we have to carry out money laundering, fraud or regulatory obligations such as delaying or blocking payments).
  51. If you share your details with others or are careless in protecting the Account then you may be liable for fraudulent use – see App security in particular below including in relation to Third Party Providers.
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### Using the App

52. We grant you a non-exclusive, non-transferable, royalty free licence to use the App and the software on it or embedded in it (the "Licence"), provided you keep to this Agreement and all other agreements we have with you. Unless we grant any new or revised licence, this Licence sets out the provisions that apply to any software upgrades or updates that we provide.
  53. From time to time we may update or modify the App:
    - 53.1. to reflect changes in relevant laws and regulatory requirements; and/or
    - 53.2. to implement minor technical adjustments and improvements.
  54. We'll let you know when upgrades are available for the App. Some of these upgrades may be compulsory if you're to continue using the App. Some older versions of the App may become obsolete or cease to be supported over time. Your obligation is to maintain upgraded versions of the App and the operating systems your device(s) use.
  55. If you download or stream a copy of the App on a device you do not own, then we'll assume you've obtained permission from the owner(s) of that device.
  56. By using the App, you're allowing us to collect and use technical information about the device and related software, hardware and peripherals for services that are internet based or wireless. This'll allow us to improve our products and to provide our services to you.
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### App analytics and compatibility

57. To use the App you'll need a device that meets our minimum operating system requirements (which are on our website). Please do not use the App if you are unhappy with how it will work on your device. When you download the App, we will have access to your Internet Protocol (IP) address. It will connect via your data connection. The App needs to access the camera and microphone on your device. It may also use your gallery, contacts and location for customisation and/or the provision of specific services. To make sure we're offering you the best experience we can, we'll record events within the App, including page dwell time, time to complete processes, and how you use the App. This may also include the use of location data, connectivity type and technical device specifications. We do this to help with any problems we may encounter, and also to monitor App usage and make improvements.

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### Things you must not do

58. You must not do any of these things (and, if you do, see our right to close your Account and the impact on your liability):

58.1. transfer the App onto anyone else;

58.2. translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the App, or assist another person to do so;

58.3. use the App in any unlawful manner, for any unlawful purpose, in any manner inconsistent with this Agreement, or act fraudulently or maliciously;

58.4. collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running any service;

58.5. upload any content that is or may be considered violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any person;

58.6. share your passcode, PIN or password or any other security detail.

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### Security and App security

59. When you download the App and register with us, we will collect security information from you, which together make up "Security Info" and this may include:

59.1. a four-digit passcode and/or PIN;

59.2. a password;

59.3. a scan of your face, a recording of your voice or other biometrics;

59.4. technical specifications of your device;

59.5. current and valid identity documentation, such as a passport or driving licence.

60. Security Info provides us with a secure way of verifying you every time you log into the App. Once you've set up Security Info, you'll be able to log in and transact on your Account.

61. You're responsible for keeping your passcode, PIN, password, your Starling debit card and your device safe, and **you must tell us immediately if any of these is lost or stolen. You must also tell us**

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**immediately if you think there has been any unauthorised access to, or payments from, your Account.**

If you want to change your passcode or password you can do so at any time in the App and your PIN can be changed at an ATM. Please remember that we'll never ask you to tell us your passcode, PIN or password, so you shouldn't share it with anyone, even if you think they work for us. You may give access to your Account to a Third Party Provider from the App and this will not require you to share your password or PIN with the Third Party Provider. If you give a Third Party Provider access to your Account, that Third Party Provider may be able to see and do anything that you can on your Account and Starling is not responsible for what that Third Party Provider does. You're also responsible for taking all reasonable steps to maintain the security of your device, including using the appropriate security features that are available. If you choose to no longer use a device on which the App is installed, you must uninstall the App prior to stopping use. **Please see paragraphs 48 to 51 above in relation to liability.**

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### App availability

62. There will be times when we need to carry out planned maintenance on the App. When we do this, all or some of the features on your App might be unavailable for a period of time, so we'll ensure we give you advance notice before we do this. In the event of unplanned maintenance (for example, a technical fault or system error) we'll make every effort to restore your service as quickly as possible. We won't be held liable for any consequence arising from the App being unavailable as a result of any technical issue that's beyond our control. This includes unavailability of connectivity and technical issues with your device. We will provide monthly statements in the App which will be readily available through the App.
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### Changing this Agreement

63. Sometimes we may need to change this Agreement. Generally, if we do need to make changes, we will let you know at least two months in advance, so that you can understand the changes and decide if you don't want to accept them by closing your Account. However, some changes we won't tell you about in advance. These are where:
- 63.1. we make a change to an interest or exchange rate that is in your favour
  - 63.2. we make upgrades to the App (including where we introduce new features or make essential security upgrades) which will enhance the Starling Services; or
  - 63.3. we change or introduce a card, PIN, password, device or equivalent, and it doesn't change anything else in this Agreement.
64. Please be assured that we will only seek to change the Agreement to:
- 64.1. comply with or respond to the law, regulations, guidance, decisions of relevant organisations or similar;
  - 64.2. make sure it works when we update your Account or the Starling Services; or
  - 64.3. reflect reductions or increases in costs related to the Account.
65. If we introduce an App upgrade, you may need to accept this Agreement again when you log back in. If we do this, your Account will not be affected in any way. If you do not accept the revised Agreement, paragraph 31.4 applies (which relates to the closure of your Account and the end of the Starling Services).
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### General and other

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66. If you need this Agreement supplied in paper format, or if we can help in any other way, please get in touch.
  67. We own or licence the Intellectual Property Rights in our brand and name, the software, the App and all related materials.
  68. If we don't insist that you perform your obligations under this Agreement, it doesn't mean you don't have to. Similarly, if we don't enforce our rights under this Agreement, or we delay in doing so, it doesn't mean we've given up those rights.
  69. Each term of this Agreement operates separately. If any court of competent authority decides that any of them are unlawful or unenforceable, the other terms will remain in full force and effect.
  70. This Agreement is governed by English law and the Courts of England and Wales have exclusive jurisdiction if there's a dispute.
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### Definitions

71. The following definitions apply in this Agreement:
  - 71.1. "Account" means a bank account with us;
  - 71.2. "App" means the Starling app;
  - 71.3. "End of Each Day" means 23.59.59 hours London (UK) time;
  - 71.4. "Fee" or "Charge" means fees or charges as set out on the Rates Pages from time to time;
  - 71.5. "get in touch" means to get in touch with us - normally this will be via the App itself but it may be also via texts, emails, by telephone or by emailing [help@starlingbank.com](mailto:help@starlingbank.com);
  - 71.6. "in arrears" means you owe us more than any agreed overdraft or if you have not got an agreed overdraft your Account becomes overdrawn;
  - 71.7. "includes" and "including" and similar do not limit the generality of any preceding or following words;
  - 71.8. "Intellectual Property Rights" means all vested, contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, set-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created;
  - 71.9. "International Payment" means any foreign currency transfer, payment from your Account to an account which is denominated in a currency other than £ sterling, or payment from your Account to an account denominated in £ sterling, which is located outside the United Kingdom;
  - 71.10. "International Payment Terms" means the terms and conditions entitled International Payment Terms which are available on our website at [www.starlingbank.com/legal](http://www.starlingbank.com/legal) and which apply to International Payments. These are also set out in Schedule 1 of this Agreement;
  - 71.11. "Licence" has the meaning given in the section Using the App above;
  - 71.12. "Rates Pages" the pages on the App that set out information about your Account relating to charges, fees, interest and exchange rates;
  - 71.13. "Security Info" has the meaning given in the section Security and App security above;

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- 71.14. "Settle Up" means the 'Settle Up' feature on the App;
- 71.15. "Settle Up Terms" means the terms and conditions entitled Settle Up Terms which are available on our website at [www.starlingbank.com/legal](http://www.starlingbank.com/legal) and which apply to the use of Settle Up. These are also set out in Schedule 2 of this Agreement;
- 71.16. "Starling" means Starling Bank Limited, registered in England with company number 09092149;
- 71.17. "Starling Services" means all Starling products and services including those accessed by, connected to or using the App.
- 71.18. "Third Party Provider" means an entity other than Starling which:
- 71.18.1. either (a) provides a service letting you view in one location your account information with different providers and/or (b) you authorise to make payments on your behalf from your Account; and
  - 71.18.2. is authorised to do so by the Financial Conduct Authority in the United Kingdom or an equivalent regulator in the European Union; and
  - 71.18.3. has integrated with the Starling App.

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### Schedule 1

#### International Payment Terms

The following terms apply when you make an International Payment. Please read these International Payments Terms carefully.

The terms and conditions in the Agreement apply when you make an International Payment. Terms defined in the Agreement have the same meaning in these International Payment Terms, unless otherwise defined herein. If there is any conflict between the terms of the Agreement and these International Payment Terms, these International Payment Terms will take priority.

1. If you would like to send an International Payment to a new payee, you must add the new payee in the normal way through the App.
2. Subject to paragraphs 3 and 4 below and paragraphs 10-13 and 48-51 of the Agreement in particular, Starling will make each International Payment using the exchange rate, with the fees and charges and within the delivery timeframe as offered to you and accepted by you at the time of confirmation.
3. You must provide all the information required to process an International Payment and ensure that this information is accurate. Otherwise, Starling may not be able to process the International Payment, or the International Payment may be delayed or fail to reach the intended payee. If we become aware that the International Payment has not been processed because the information provided was incomplete or inaccurate, we will let you know and use our reasonable endeavours to assist in retrieving the funds. If any funds are returned to you for any reason, they may need to be re-converted into £ sterling. As a result, the amount you receive may be less or more than you originally paid.
4. Starling accepts no liability for any losses, liabilities, costs, expenses or other charges (whether direct or indirect) (together, "**Losses**") arising from or as a result of any delay or failure of an International Payment to reach the intended payee, unless any such Losses arise from Starling's own fraud, negligence or wilful default. In particular, Starling will not be responsible for the acts or omissions of any third party involved in processing an International Payment on your behalf (including if the payment reference you have used to make the International Payment is cut short by a third party as a result of any internal technical or payment scheme-related restrictions).
5. The amount of the International Payment, as well as all related Fees and Charges incurred, will be debited from your Account immediately.

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### Schedule 2

#### Settle Up Terms

The following terms apply to your use of Settle Up. Please read these Settle Up Terms carefully.

The terms and conditions in the Agreement apply when you make use of Settle Up. Terms defined in the Agreement have the same meaning in these Settle Up Terms, unless otherwise defined herein. If there is any conflict between the terms of the Agreement and these Settle Up Terms, these Settle Up Terms will take priority.

1. If you would like to use Settle Up, you must follow the instructions set out on the Settle Up screen.
2. Subject to paragraphs 2 and 3 below, Starling will process your Settle Up instruction through the Settle Up function on the App.
3. You must ensure that the information you provide when using Settle Up is complete and accurate. Otherwise, Starling may not be able to process your instructions or your Settle Up instruction may be delayed or fail to reach the intended recipient.
4. Starling will not be liable for any losses, liabilities, costs, expenses or other charges (whether direct or indirect) (together, "**Losses**") arising as a result of your use of Settle Up, unless such Losses arise as a result of Starling's fraud, negligence or wilful default. In particular, Starling will not be liable for your use of the third-party application or software you use to transmit your Settle Up instruction.