



Starling Kite Terms and Conditions

Additional Terms to Account Schedules for Current Accounts

3 September 2020

Starling Kite Terms and Conditions

Additional Terms to Account Schedules for Current Accounts with Kite Goal and Kite Card

These terms and conditions (**Starling Kite Terms and Conditions**) govern the use of your Kite Goal and Kite Card by you and each Delegated Child User. These Starling Kite Terms and Conditions form part of your Agreement with us in respect of each Account you hold with us and under which you create a Kite Goal and order a Kite Card. Except where otherwise defined in these Starling Kite Terms and Conditions, terms defined in the General Part will have the same meaning in these Starling Kite Terms and Conditions. By creating a Kite Goal and/or ordering a Kite Card, you are accepting these Starling Kite Terms and Conditions.

Delivery address for Kite Card

We will only deliver a Kite Card to your address and not to a Delegated Child User's address (if different to your address).

Limits and Restrictions on Use

You may only fund each Kite Goal up to the maximum amount we set from time to time. Individual payment transactions made using a Kite Card are subject to maximum transaction limits we set from time to time (**Maximum Transaction Limits**). When available, we may also give you the ability to create your own spending and transaction limits within the Maximum Transaction Limits.

We may also set other restrictions in our sole discretion, such as the number of Kite Goals or Kite Cards you may have and the use of each Kite Card and we may amend these restrictions with or without notice to you at any time.

You can find out more about these limits and restrictions in the App and on our website.

Operation of your Kite Card

You must be the parent or legal guardian of the Delegated Child User to order and control a Kite Card for the Delegated Child User. We may ask for evidence to prove this relationship and/or relevant identities before accepting your order.

For each Kite Goal, you may order a Kite Card for a Delegated Child User you wish to provide a Kite Card to, subject to any limits and restrictions we may put in place from time to time.

You authorise each Delegated Child User to use a Kite Card, subject to the terms of the Agreement in place between us and you. Each Delegated Child User will have equal and full rights in respect of payment instructions using a Kite Card and we will not require prior authorisation from you before acting on a payment instruction made by a Delegated Child User using a Kite Card.

As the account holder you will have visibility of the Delegated Child User's transaction information. It is your responsibility to ensure the Delegated Child User is aware of, and understands this, and **Starling accepts no responsibility or liability relating to your visibility, as the account holder, of the Delegated Child User's transaction information.**

Only you are permitted to contact us about the operation of a Kite Goal and Kite Card including reporting a lost or stolen Kite Card or suspected fraudulent transactions on the Kite Card.

You confirm that you are the legal and beneficial owner of all funds deposited in each Kite Goal. Any funds deposited into each Kite Goal shall be deemed to belong to you. You are the only person permitted to deposit funds into each Kite Goal.

You are responsible for the operation of and access to any Kite Card including, enabling Delegated Child Users to view transactions in your Kite Goals (once available), setting the PIN for the Kite Card or locking the Kite Card if you need to temporarily deactivate the Kite Card. **You must ensure any PIN you set for your Kite Card is not the same as the PIN you have set for any other debit card which is linked to any other Account.**

Where you no longer require a Delegated Child User to have a Kite Card for whatever reason, you are responsible for retrieving their Kite Card and keeping it safe.

Subscription service: Monthly Subscription Fee for each Kite Card

We will apply a monthly subscription fee (paid in advance) for each Kite Card you subscribe to. The amount and the timing of the subscription fee for the subscription service will be set out in the Rates, Fees and Charges information

sheet for Personal and Joint Current Accounts and Additional GBP Personal Current Accounts. The subscription fee is non-refundable. If you sign up for a Kite Card part way through a month, at our discretion we may waive the subscription fee for that partial month provided you keep that Kite Card active until at least the first day of the following month (and we have successfully taken payment for that month).

Liability for Delegated Child Users

You are solely responsible for any and all acts and omissions of each Delegated Child User in respect of the Kite Card they hold. This means that **where we suffer any loss, or you owe us or other third parties any funds because of the use (or misuse) by any of your Delegated Child Users of your Kite Card, you will be responsible to us for those losses or funds due.** It also means that you are responsible for which merchants a Delegated Child User spends with on their Kite Card. **We are not liable to you for any losses as a result of merchant type categorisations by third parties.**

You must ensure that your Delegated Child Users are aware of and adhere to the terms of the Agreement, including these Starling Kite Terms and Conditions.

You must notify us immediately if a Kite Card is lost or stolen or if you suspect or become aware that any unauthorised or fraudulent transactions have been made using a Kite Card. **To the extent permitted by law and subject to the General Part, we will not be liable to you for any losses you suffer because of the use of a Kite Card by you or a Delegated Child User.**

No one other than a party to the relevant Account Schedule shall have any right to enforce any terms of these Starling Kite Terms and Conditions.

Suspending or terminating a Kite Goal and Kite Card

Subject to there not being any pending card transactions on the relevant Kite Card, you may request that we suspend or terminate a Kite Goal and its corresponding Kite Card, by providing written instructions via the App or by contacting us. We will stop your access to the Kite Goal and corresponding Kite Card on or around the day in which you make the request.

We may suspend or terminate any Kite Goal and its corresponding Kite Card at any time with or without notice to you. If we need to suspend or terminate a Kite Card, we will try and notify you in advance.

Where we suspend or terminate a Kite Goal and its corresponding Kite Card, you and the relevant Delegated Child User will no longer be able to use the relevant Kite Goal and corresponding Kite Card (including making or receiving any transactions) and any funds in your Kite Goal will be moved back to the main Account which the Kite Goal is linked to. On suspension, we will not charge you the next monthly subscription fee until your Kite Goal and Kite Card are reinstated.

On suspension, you should put the suspended Kite Card in a safe place until the Kite Card is reinstated for use. On termination you must destroy each relevant Kite Card immediately.

On suspension or termination of your Kite Goal and its corresponding Kite Card, subject to you having a Personal Current Account or Joint Current Account with us and not having breached the terms of these Starling Kite Terms and Conditions, we may allow you limited access to view some historic data from the Kite Goal (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).

Disputes

We will not get involved with disputes between you and Delegated Child Users including on what happens to funds after the suspension or termination of a Kite Card or any transactions using a Kite Card.

Additional Rights

In addition to our rights set out in the paragraph entitled "Closing your Account" in Section 3 (Managing your Account) of the General Part, we may close or suspend your Account immediately on notice and terminate our Agreement and/or remove any Delegated Child User and terminate the relevant Kite Card if:

- we become aware of any dispute between you and any Delegated Child User;
- you breach the terms of the Agreement including these Starling Kite Terms and Conditions; or
- we suspect or become aware of any unauthorised, fraudulent or other illegal activity in respect of a Kite Goal or a Kite Card.

Additional Definitions

“**Kite Card**” means the payment card linked to the relevant Kite Goal, which is enabled for a Delegated Child User to access and operate in accordance with the terms of these Starling Kite Terms and Conditions;

“**Kite Goal**” means a Goal which has the functionality to link a Kite Card to it; and

“**Delegated Child User**” means any natural person between the ages of 6 and 16 years old to who you are the parental or legal guardian and to who you provide a Kite Card to use.