

Business Mobile App Terms

STARLING

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Business Mobile App Terms

1. Welcome

These are the terms and conditions for using our app, which we'll refer to as the **terms**. You accept these terms when you use the app.

You can use the app for certain purposes, including but not limited to:

- applying to become a Starling customer
- making payments
- opening new accounts
- managing account(s). For example, when setting up standing orders, managing Direct Debits (where another person or business takes money from the business's account), and updating details
- applying for and using additional services

Authorised individuals accept these terms to use the app to act on behalf of the business.

Team Access users accept these terms strictly for view-only access for businesses they've been granted access to.

The app is also the main way we'll communicate with you and authorised individuals. Team Access users can't use in-app messaging but can communicate with us using the methods in the 'Getting in touch with each other' section below.

Please make sure you read these terms carefully – you'll need to accept them before you can use the app. You can find the terms on our website or in the app.

When we say the following terms in this document, we mean:

- **app**: the Starling mobile application that lets you bank on your device. It allows you to access your accounts, give us instructions, and use features for the services you have with us. You can download it to any device with a supported operating system.
- **authorised individual(s)** : directors and limited partners of incorporated businesses. They must be listed on the Companies House public register and pass our onboarding checks. They manage and operate the account on your behalf.
- **business**: the sole trader, private limited company or limited liability partnership whose name the account is under and who we've agreed to provide an account or additional service to.
- **Starling, we, our, or us**: Starling Bank Limited.
- **Team Access user**: an individual (such as an employee, accountant, or bookkeeper) that you invite to have view-only access to your business account in the app or online banking, subject to our checks.
- **you or your**: we mean the business. It may also refer to an authorised individual or a Team Access user (who is acting on the business's behalf) as the context may require.

These terms apply across all of our business accounts. You should read this document alongside the:

- **general terms**, which apply to all accounts unless we tell you otherwise
- **account schedule(s)**, which apply to the particular type of account the business has with us and include the rates, fees or charges that apply to that account

Together, the general terms and the applicable account schedule for the business's account form the

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account terms. If the terms say something different to the account terms:

- the account terms will apply for matters relating to account deposits, payments and withdrawals
- these terms will apply for matters relating to the use of the app

We'll provide you with a digital copy of these terms. We recommend that you download and save a copy. You can ask us for a digital or paper copy at any time.

If it's decided by a court that we can't enforce any part of these terms, it won't affect the rest of the terms.

When we can make changes to these terms

We can update or change these terms at any time. We'll let you know if we do so.

We might update or change the terms to reflect changes to the law, or to give you information about any new features.

By continuing to use the app, you accept these changes. If you don't accept changes to these terms, you must stop using the app. This means you won't be able to carry out most – or all – of the functions for the business's account.

Getting in touch with each other

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

Starling app

You can send us a message in the app.

Telephone

+44 (0) 207 930 4450.

Email

help@starlingbank.com

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

The 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.

We might get in touch with you for different reasons. This includes sending you any notice, communications or documents we're supposed to under these terms or by law.

We can contact the business and authorised individuals through the app, email, text message, telephone, or in writing using the details you've given us. We'll contact Team Access users by email or in writing using the details they've given us.

2. Getting started and using the app

Who can use the app?

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Sole traders

To use the app, you must be aged 16 or over and have a sole trader account or a foreign currency sole trader account.

Business customers

To use the app, you must be aged 16 or over and be an authorised individual for a business current account or a foreign currency business current account.

Team Access users

To use the app, you must be aged 18 or over and be granted view-only access to the business account by the business.

The app uses push notifications to give the business and authorised individuals certain information, notices and messages from us. You shouldn't turn these push notifications off, or you could miss important messages about the business's account.

Push notifications and in-app messaging are not available to Team Access users. All notifications to Team Access users will be sent by email or in writing.

Is your device compatible with the app?

To use the app, you'll need to have a compatible Apple or Android device. You should check you've installed the latest operating system update on your device.

For various functionality, features and security reasons, we might not allow older iOS and Android operating systems to download and access our app. For more details on which iOS and Android versions can be used, please visit our website: <https://help.starlingbank.com/business/topics/setting-up-an-account/what-devices-can-i-use-the-starling-bank-app-on>.

Keeping the app up to date

You must update the app when a new version is available. If you don't, certain features of the app might not work, or you might not be able to use it.

You should also check that you have the latest operating system updates installed on your device.

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 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 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.

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You should make sure your security details are unique, and that you don't use the same details you use on other websites and apps. It's your responsibility to keep this information safe.

Each authorised individual and Team Access user can download the app. Please make sure you don't share your password or passcode with anyone else, including other authorised individuals or Team Access users. Each authorised individual and Team Access user is responsible for keeping their security details safe.

If you think someone else has access to your 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.**

The business must immediately remove a Team Access user if the individual's affiliation with the business ends, in line with the account terms. Once a Team Access user is removed, they must immediately stop using the app for that specific business. Team Access users can keep using the app for any roles they have in other businesses that have an account with us.

Features and functions

From time to time we may release new features and functions of the app, such as:

- new layouts and designs
- notifications
- widgets
- ways of making payments – for example, cheque imaging or Nearby Payments

We may make these available for you to use subject to these terms. For more information on the app's latest features, please visit our website at www.starlingbank.com/features.

Using the app outside the UK

If you want to use the app outside the UK, you're responsible for making sure it's lawful to do so in that country. We aren't responsible for any loss if you break local laws.

We may restrict or block access to the app's services in certain countries for legal, regulatory, or security reasons. You must not try to bypass these restrictions.

Things you mustn't do

Under these terms, you must not do – or help anyone else to do – the following:

- Install the app on someone else's phone and access the business's account through it.
- Allow anyone else to register their biometrics on your device. Biometrics include things like fingerprint or face scans, which are commonly used as security measures.
- Share your password, passcode, or security details with anyone else.
- Leave your phone unattended while you're logged into the app.
- Leave your phone unlocked while your phone is unattended.
- Give anyone else access to the app while you're logged in.
- Use the app for anything illegal.
- Use the app in a way that breaks the terms.
- Hack into or access the app to collect any data or information from our systems.

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- Tamper with the app, adapt it, interfere with it, or access it in any 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.
- Install or use the app on a device that's had its security settings changed, making it more vulnerable to fraud. For example, rooted or jailbroken devices.

Under these terms, you're not allowed to change how the app works, copy it, or convert it into a different form – for example, 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 someone can read

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

Managing your multiple roles

You acknowledge that you can interact with us in various roles. For example, you could be:

- a Team Access user for a business
- a sole trader for your own business
- an authorised individual for another business

You agree to comply with these terms whenever you use the app, no matter which role you're using it in.

If we suspend your access to the app on any account where you have a role, we may also suspend your access as a Team Access user to protect all businesses you support.

Deleting the app

You must not delete the app if:

- you or we close your account but you have other accounts open with us
- you need to keep using the app in your role(s) as a Starling customer, authorised individual or Team Access user for another business

Keeping the app installed means you can keep receiving final statements and essential communications, and repay any and all amounts you may owe us.

You should save any important account information, such as any statements or other important documents. The business can request this information from us for up to 6 years from the date the business stops using our products or services. Please see our privacy notice for more information.

Once all of the business's accounts are fully closed, you've repaid all amounts you owe us, and you have no other active roles with Starling, you must delete the app from all your devices.

Deleting the app won't close the business's account or end the agreement with us. Please read the account terms for more information about how we or you can close your account.

3. Rights and responsibilities

Our legal responsibility

The app is made available on an 'as is' basis. This means we give you access to the app in whatever condition it's in at the time.

We won't guarantee that there will never be any faults or issues with the app, or that it'll always be available to you.

If we don't keep to these terms, we'll only be responsible for the business's losses that are a direct and foreseeable result of our failure to comply, up to the value of the money directly lost from the business's account.

We won't be responsible for any losses caused by things outside our control, or for any indirect losses, such as:

- loss of business
- loss of profit
- loss of opportunity
- loss of reputation or goodwill

We won't be responsible for anything outside of our control, or anything we couldn't have predicted in advance. This doesn't limit our liability for negligence, fraud or fraudulent misrepresentation, or any other liability that can't be limited by law.

We aren't responsible for any loss or damage you face if your device is infected by a virus or corrupt file and this affects your use of the app in any way.

Your right to use the app

We give you a non-transferable, royalty-free right to use the app and its software to open and manage the business's 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 app starts when you install it. It will end when the business closes its accounts with us, all amounts and obligations owed between us and the business have been settled, and the business no longer has any outstanding lending products with us.

If you're a Team Access user, your right to use the app will also end when your access has been removed by the business or businesses that have granted you access. This is unless you need to keep using the app in your role as a customer, authorised individual or Team Access user of a different business.

We may end your rights to use the app if we believe you've broken these terms in a serious way. We'll usually give you reasonable notice before doing this.

We may end your rights immediately and without notice if we have good reason to believe you've acted fraudulently, unlawfully, or if providing notice would compromise our security or legal obligations. If what you've 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 it and delete it from your device.

Intellectual property rights

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Intellectual property in these terms means anything we, or someone on our behalf, have created or invented. When we say our **intellectual property rights**, we mean the rights we have to own and use those creations or inventions.

We own all intellectual property rights in our brand and name, our software, the app and online banking. We also license our intellectual property to people other than you. This means that 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 terms or the business's account terms. We can also enforce our rights at any time while the business has an account with us.

Your information and privacy

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

Our privacy notice has information about how we collect, use, share, and store your personal information. It also explains when we'll 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 app and on our website at www.starlingbank.com/legal/privacy-notice.

Open-source software

The app uses open-source software. Open-source software is software where the code is available to anyone to view, modify and distribute depending on the licence. Details of the software used and the licences that apply are available in the app.

Third-party websites

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.

4. Making a complaint

To make a complaint, please get in touch with us in the 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

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CF24 0FG

You can read more information about how we handle complaints at www.starlingbank.com/how-to-complain.

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 it.

The FOS is an independent organisation that helps settle issues between banks and customers. You can contact the FOS using these details:

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.uk

Website

www.financial-ombudsman.org.uk

5. Applicable law and jurisdiction

Our agreement and any legal disputes related to it will be governed by English law and handled in English courts.