

STARLING

Tap to Pay Terms

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Welcome to Tap to Pay

These are our terms and conditions for using Tap to Pay (the **terms**). They explain how Tap to Pay works, and the rights and responsibilities you and we have.

In these terms, '**Starling**', '**we**', '**our**' and '**us**' mean Starling Bank Limited.

'**You**' and '**your**' mean the business that has a business account with us and is approved for Tap to Pay. The business could be a sole trader, private limited company (**company**) or limited liability partnership (**LLP**). It also includes, where appropriate, the directors or limited partners you've authorised to use and manage Tap to Pay on the business's behalf.

You'll need to agree to these terms before you can use Tap to Pay. They form our agreement with you for Tap to Pay.

If there's any inconsistency between these terms and any other document we give you about Tap to Pay, these terms will apply.

We'll give you a digital copy of these terms, which we recommend you download and save. You can also ask us for a digital or paper copy at any time.

These terms are in addition to the separate terms:

- that you have with us for your Starling business account
- set by Adyen in respect of the services they provide to you as an integrated part of Tap to Pay (**Adyen's terms**), which include:
 - the Adyen for Platforms Terms & Conditions
 - the Adyen [Prohibited and Restricted Products and Services List](#)
 - any related documents or policies that Adyen require.

Neither of those terms are amended by this document. Adyen's services are governed exclusively by Adyen's terms. We explain more about Adyen's role in the '[Our collaboration with Adyen](#)' section.

By accepting these terms, you're confirming that you have the authority to agree to them for your business and be bound by them.

Getting in touch

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 by sending us a message in the Starling app.

Telephone

+44 (0) 207 930 4450.

Email

help@starlingbank.com

We'll let you know if these contact details change.

Tap to Pay uses push notifications to give you certain information and messages from us. We recommend you keep these turned on so you don't miss anything important.

Meanings of key terms

In these terms, the words below have the following meanings:

Adyen means Adyen N.V., authorised as an overseas branch of an EEA credit institution in the UK with a Part 4A permission to provide acquiring, payment and financial services under the supervision of the Prudential Regulatory Authority and the Financial Conduct Authority. You can consult Adyen's registration in the [FCA register](#) of financial service providers to see which regulated activities Adyen are authorised to provide in the UK.

Apple means Apple Inc.

Apple's terms means Apple's terms and conditions for using Tap to Pay on iPhone. Apple may change their terms from time to time.

authorised individual(s) means directors or limited partners of your business who are listed at Companies House, have passed our onboarding checks, and are allowed to operate your Starling business account on your behalf.

business day means any day from Monday to Friday. It doesn't include bank holidays or other public holidays in England.

card means a valid debit or credit card issued by a card issuer.

card issuer means a card scheme member that issues cards.

card payment means a payment made by a customer for your goods or services using their card with Tap to Pay, which the customer has authorised you to charge to their card account.

card scheme means a payment network that enables card payments and connects cardholders, merchants and acquiring banks. Examples include Visa and Mastercard, and any other scheme that we notify you we support for Tap to Pay.

card scheme rules means the rules, guidelines and standards set by the card schemes. They allow banks and businesses to accept and process card payments.

chargeback means a dispute raised by your customer or their card issuer, asking for a refund of a transaction. For example, when the goods or services they bought were faulty or never arrived.

chargeback period means the time limit your customer has to ask for a chargeback under the card scheme rules. It's usually up to 120 calendar days from the original transaction date or the date they were meant to get their goods or services, but it may vary depending on the card scheme rules that apply.

customer means a person or business who buys your goods or services with a card using Tap to Pay.

e-wallet means a digital wallet on a phone or device where a customer keeps a digital version of their card(s), and uses them to make payments. Examples include Apple Pay, Samsung Pay and Google Pay.

e-wallet payment means a payment made by a customer for your goods or services using their e-wallet with Tap to Pay, which the customer has authorised you to charge to their card account.

fees means the money you have to pay us for using Tap to Pay. This includes, but is not limited to, the transaction fee, chargeback fees, and other fees, costs, charges, assessments, fines or penalties imposed by card schemes or Adyen. We explain this more in the '[Fees you'll pay](#)' section of these terms.

merchant account means the virtual payment processing account set up and assigned to you by Adyen. It's used by Adyen for collecting and processing card and e-wallet payments from your customers.

payment link is a way to accept a payment after a Tap to Pay attempt fails. You give your customer a secure link via a QR code or message that takes them to a checkout page, where they can enter their card details to pay.

payments means card payments and e-wallet payments.

payout means the transfer of money from your merchant account to your Starling business account by Adyen. This will be the total value of transactions settled from a single processing day, after deducting any transaction fees, refunds, and any fees, fines or other charges passed on by Adyen.

payout schedule means the period of time between the transaction being processed and settled in your merchant account and the money reaching your Starling business account. Typically, a payout is credited from the merchant account to your Starling business account within 2 business days of your customer making the payment.

PCI DSS means the Payment Card Industry Data Security Standard. This is a set of security requirements developed and maintained by the Payment Card Industry Security Standards Council (PCI SSC). It's designed to protect customer card data and make sure that payment card information is processed, stored, and sent securely. You can find the full set of requirements at www.pcisecuritystandards.org.

processing day means a continuous 24-hour period, from 00.00am to 11.59pm, during which all transactions processed by Adyen in that 24-hour period are included in your payout.

refund means an instruction you give to return money to your customer for a transaction made using Tap to Pay.

same-day payout means the transfer of money from a transaction from your merchant account to your Starling business account on the same business day as the transaction was processed and settled in your merchant account.

Starling business account means the business current account or sole trader account you have with us in British pounds.

T+1 means a payout from your merchant account to your Starling business account on the next business day after the day the transaction was processed and settled in your merchant account. If a transaction is settled in

your merchant account on a Friday, Saturday or Sunday, the payout will take place on the Monday, which is the next business day (assuming there are no public holidays). T+2 and T+3 refer to the payout process taking place 2 and 3 business days after the transaction was processed and settled in your merchant account.

Tap to Pay on iPhone means Apple's Tap to Pay platform that allows you to accept and process contactless card or e-wallet payments using compatible iOS devices. You can read more about compatible devices in our FAQs.

transaction means a transaction between you and your customer for your goods and services using Adyen's services that are integrated into Tap to Pay.

transaction fee means the fee you pay each time you accept a contactless card or e-wallet payment from your customers using Tap to Pay.

transaction limit means a cap on the number or value of payments you can accept through Tap to Pay. We may apply limits on a daily, weekly or monthly basis, and/or to each individual transaction. Different payment methods may have different limits.

insolvency event means any of the following:

- You cease or threaten to cease trading, or you're unable to pay your debts as they fall due.
- You enter into, or take steps to enter into, a moratorium or any formal insolvency procedure under the Insolvency Act 1986, Corporate Insolvency and Governance Act 2020, Limited Liability Partnerships Act 2000 or any equivalent legislation.
- If you're a sole trader:
 - A bankruptcy petition is presented or a bankruptcy order is made.
 - You enter into a debt relief order, individual voluntary arrangement (IVA) or any similar personal insolvency or debt relief process.
- If you're a company or LLP:
 - A resolution is passed or a petition is presented for voluntary winding up, administration, or liquidation or any corporate insolvency procedure.
 - An administrator, receiver or insolvency practitioner is appointed.
 - You take any step to initiate a company voluntary arrangement (CVA) or restructuring plan.
 - Dissolution, winding up, or any form of enforcement or insolvency proceeding is commenced against your business.
- Any other event or circumstances that we or Adyen, in our absolute discretion, consider to be similar or indicative of a potential insolvency event.

About Tap to Pay

What is Tap to Pay?

Tap to Pay allows you to accept contactless card payments and e-wallet payments from your customers on your Android or Apple device. You access it through the Starling app, and Adyen act as the payment service provider with their services built in to Tap to Pay. Adyen, not Starling, are solely responsible for Adyen's services.

When you receive a payment from your customer using Tap to Pay, it will be credited by Adyen into your merchant account. We then ask Adyen to transfer the money to your Starling business account in line with these terms. You acknowledge and agree that you won't be able to access the money in your merchant account until it's been transferred to your Starling business account. There are circumstances where such a transfer is paused or delayed (as described below).

You can also use Tap to Pay to set up payments, give refunds, and see the money from your sales in your Starling business account.

Tap to Pay processes transactions in British pounds only.

Getting started with Tap to Pay

You can apply for and use Tap to Pay straight from the Starling app. You don't need any extra hardware.

Once you've passed all onboarding checks and been approved, you'll be able to access Tap to Pay.

Your customers can pay for your goods and services by tapping their card or e-wallet on the screen of your device. Your device needs to be connected to the internet to take payments. If you're offline, you won't be able to process any payments.

Taking payments with a payment link

If Tap to Pay fails, you may be able to use a payment link as a backup. You can create a secure link and share it with your customers.

When your customer scans or opens the payment link, they'll be taken to a secure page to enter their card details and complete the transaction. You can also send the link to your customer by email, text or WhatsApp. We don't collect or store any card details during this process.

Payment links use strong customer authentication. This means your customer will need to prove it's really them before the payment can go through.

Your customer will need to verify their identity in at least 2 different ways. For example, they might use:

- a fingerprint or face scan, known as biometric verification
- a one-time passcode sent to their phone
- an approval in their own banking app

You must not ask for, collect, or process your customers' card details yourself. If you do, you'll be in breach of these terms and we may suspend or end your access to Tap to Pay.

What cards does Tap to Pay support?

Tap to Pay accepts payments from Visa and Mastercard cards, and e-wallets. Please check our website to see all the cards we support, as some contactless cards might not be accepted by Tap to Pay.

Our collaboration with Adyen

We provide Tap to Pay in collaboration with Adyen. Adyen's services:

- collect and process payments from your customers when using Tap to Pay
- provide the merchant account
- execute the payout
- administer related matters (such as refunds and chargebacks)

You can find out more about Adyen on their website, www.adyen.com/en_GB.

Adyen use your merchant account to receive and record payments you take from your customers. After Adyen process the money, it can be moved to your Starling business account as a payout, in line with these terms.

While we work closely with Adyen, they operate independently from us and are not part of our group. You acknowledge that the availability, functionality and performance of Tap to Pay, including payouts, depend on Adyen's continued operation and services and is subject to Adyen's terms. If, for example, Adyen reverse a transaction or refuse to make a payout, your rights in this respect are as set out in Adyen's terms.

Starling does not act for or on behalf of Adyen. Adyen's terms set out and explain Adyen's responsibilities. While these terms explain how aspects of Adyen's services work within Tap to Pay, nothing shall impose an obligation or liability on Starling in respect of Adyen's services.

Who can use Tap to Pay?

To use and have access to Tap to Pay, you must meet all of the eligibility criteria. You can find out more about this on our website, www.starlingbank.com/docs/starling-tap-to-pay-faqs.pdf.

You must complete all required onboarding, identity and business verification checks to our and Adyen's satisfaction. This may include providing documents or information about your business, its structure, ownership, financial condition or authorised individuals. As these checks are run by both Starling and Adyen, both will receive and process information about you for these purposes, with Adyen's processing being described in Adyen's terms.

We may decline your application if you don't meet the eligibility criteria. We may also suspend or stop your access to Tap to Pay later if your situation changes and you no longer meet the criteria.

When we carry out checks

We may review your eligibility and risk profile for Tap to Pay:

- at regular intervals or from time to time – which may be once a year or more often, depending on your transaction activity, growth or risk profile
- if there's a material change in your transaction volume, business model or customer base

- if there's an actual or suspected incident involving fraud, financial loss, a pattern of chargebacks or misuse of Tap to Pay

What you can sell using Tap to Pay

You can only use Tap to Pay for your own business activities, and to sell your own goods or services.

You may only use Tap to Pay to sell the goods or services you've agreed with us. If you want to change what you sell or add new goods or services, you need to get our written permission first.

Checking your device is compatible with Tap to Pay

To use Tap to Pay, you'll need a compatible Apple or Android device. You should check you've installed the latest iOS or Android software updates on your device. See Apple and Google's websites for more information.

For security and functionality reasons, we might not allow older versions of iOS and Android to download and access our app and/or Tap to Pay. Visit our website to check which iOS and Android versions the app can run at www.starlingbank.com/docs/starling-tap-to-pay-faqs.pdf.

You must update the Starling app when a new version is available. If you don't, some features might not work, or you might not be able to use the app. This may affect Tap to Pay's availability and functionality.

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

Important rules you must follow

What you give us permission to do

By applying for and using Tap to Pay, you authorise us to:

- access, use and process information about you, your business, and your transactions
- engage with Adyen on your behalf and share information with Adyen
- send instructions and communications, on your behalf, to Adyen – for example to charge your customer for each transaction, initiate payouts and generally support your use of Tap to Pay
- request payout by Adyen from your merchant account to your Starling business account in line with these terms
- request the transfer of money from, or 'hold' money on, your merchant account and/or Starling business account, in line with these terms, for things like chargebacks, fees, refunds, and cash reserves (see the '[Minimum cash reserve](#)' section for more information)

Complying with Adyen's terms

To access Tap to Pay, you must agree to and comply with Adyen's terms. You can find them on Adyen's website. Please carefully read Adyen's terms and any other Tap to Pay-related documents Adyen give you or that we provide access to. Adyen's terms govern your use of the Adyen services integrated into Tap to Pay, and it's your responsibility to comply with them.

Your use of Tap to Pay is conditional on your compliance with Adyen's terms. Adyen may update or change their terms from time to time, and you agree to comply with any new versions as notified to you.

Adyen have their own privacy notice that explains how they process and handle your data. You can find it on their website.

We will update you if Adyen change the data you need to provide to make a transaction.

You acknowledge that some of Adyen's terms may still apply even after you stop having access to Tap to Pay (for example, those on refunds and chargeback) and associated parts of these terms will also continue to apply.

We don't warrant or guarantee the performance of Adyen's obligations, and accept no liability for Adyen's acts or omissions. It's your sole responsibility to manage your relationships with Adyen, the card schemes and any other third parties.

Tap to Pay on iPhone and Apple's terms

If you use an iOS device, you'll also need to agree to Apple's terms to use Tap to Pay.

Tap to Pay will be made available to you through Apple's Tap to Pay on iPhone platform, which accepts supported payments from your customers using compatible mobile iOS devices.

If Apple stop offering certain features or don't update their software, we may not be able to provide Tap to Pay to you.

Transaction limits

We or Adyen may set limits on the number or value of transactions processed through Tap to Pay. More than one limit may apply to the same transaction, depending on the nature of that transaction. How we set limits is described below.

Individual transactions

We may set a maximum value for each single transaction. This is in addition to any payment limits set by Adyen (for example, as required by HM Treasury, the Financial Conduct Authority or card schemes). If a transaction is over this limit, it will be declined.

Daily, weekly and monthly limits

We may also limit the total number or value of transactions you can accept each day, week, or month.

We'll tell you your starting limits when you sign up for Tap to Pay. You may get a warning message if you try to make a transaction that goes over these limits. If you reach one of these limits, we'll decline all other transactions until the relevant time period resets.

We can change your transaction limits at any time. We might lower or raise them based on our risk assessment, regulatory changes or other reasons we deem relevant. We'll let you know if we make any significant changes that we consider reasonable.

Requesting an increase in the limits

You can ask to increase your individual, daily, weekly, or monthly transaction limits. You can do this by contacting us in the Starling app or by using the contact details in the '[Getting in touch](#)' section. We'll review your request (where relevant, with Adyen), and we may ask you for more information or documents to support it. We're not obligated to approve your request.

Giving receipts and checking your sales details

When a transaction is approved, you can give your customer a receipt using a QR code. The customer scans it with their device to get an electronic receipt. If they give you their contact details, you can also send the receipt by email or text message. You're responsible for giving your customer a receipt.

You can check your transaction history in the Tap to Pay section of the Starling app. We recommend you check this regularly to keep track of your transactions, completed sales, pending payouts, refunds and chargebacks. You can also reconcile payments and manage disputes.

Your transaction history and sales data is provided 'as is' and is based on data provided to Starling by Adyen. It may sometimes be delayed or contain errors because of third-party systems. We don't guarantee you'll see your transaction history in real time. We reserve the right to give you a corrected transaction history or correct any payouts. If you see any mistakes in your transaction history, please let us know.

Unless required by law or these terms state otherwise, it's your responsibility to keep your own records of all your Tap to Pay payments and other data related to your use of Tap to Pay.

Payouts

Payments you receive from your customers will be paid into your Starling business account from your merchant account, typically, in line with the payout schedule. You won't be able to access the money in your merchant account until Adyen transfer it to your Starling business account.

Unless we've agreed something different with you, we'll request (on your behalf) that Adyen process the payout of transaction amounts to your Starling business account on a T+1 basis. See the '[Meanings of key terms](#)' section for what this means.

Payout times may be delayed by other banks' processing times, weekends, public holidays, or other things outside our control. We're not responsible for delays caused by Adyen or your customers' issuing banks, card schemes, Adyen, or other third parties.

When money moves to your Starling business account from your merchant account, you must check the payout details we give you. If you notice any mistakes, your right to have this corrected and relevant time limits shall be as set out in Adyen's terms or Starling business account terms (depending on the circumstances).

If you accidentally receive too much money, for any reason, you must tell us as soon as possible and return the excess money to us within 48 hours. We may also deduct any excess money from your Starling business account. We'll let you know before we do this.

When the payout schedule might change

We (or Adyen) may extend your payout schedule, with or without notice, to T+2, T+3 or longer. We may do this if requested by Adyen or if:

- your business becomes higher risk
- we detect or reasonably suspect fraud, unusual activity or a significant increase in chargebacks or refunds
- we need to comply with card scheme rules or any laws and regulations that apply
- we experience delays from Adyen or card schemes

Requesting early payout

You can request to receive payouts faster than your current payout schedule. This includes returning to T+1 if your payouts have been extended.

We don't have to approve your request, but we may consider it based on certain factors, including:

- your transaction history
- your record of chargebacks, refunds and fraud
- how well you've complied with these terms, Adyen's terms, card scheme rules, and any laws and regulations that apply
- your financial condition and reporting
- any other information we reasonably request

If you request same-day payouts, there may be extra fees. We'll let you know about these in advance if they apply.

Before we agree to early payouts, you may need to meet certain conditions at the time we approve your request and/or during the period the payout schedule applies. These conditions could include providing supporting financial information to us, or maintaining or increasing your cash reserve.

If we agree to same-day payouts, we'll review your payout schedule from time to time. At our sole discretion, we may put you back on the standard T+1 payout schedule, or an alternate schedule.

If your payouts were extended beyond T+1, we may put you back on the standard T+1 payout schedule at our discretion.

We'll always tell you if we make any changes to your payout schedule. Any changes to the payout schedule are subject to Adyen accepting and processing them.

When we can withhold a payout

We may withhold a request for payout if we suspect that:

- any transaction is fraudulent or involves any other criminal activity
- any transaction was not in the ordinary course of your business
- the number or size of transactions is significantly greater than expected
- the number of and/or frequency of refunds is significantly greater than expected
- an insolvency event has happened, or we have good reason to believe that one is likely to happen
- you haven't given us any information we asked for under these terms, or the information you gave us is substantially inaccurate or incomplete
- you failed to pay any fees or any other amounts you owe us under these terms

Payouts may also be withheld to comply with laws or regulations. All requests for payout remain subject to Adyen accepting and processing them.

Our right to set-off

You agree that we have a right of 'set-off'. This means that if the money you owe us is more than the payout you're due to receive, or if there's no payout due, we may take the amount from any account you have with us. You agree that we may do this at any time, and without letting you know in advance. This means we can take money you owe us from any of the accounts you have with Starling, including personal accounts (if you're a sole trader) and business accounts.

This set-off right applies to money that's due to be paid now, and to money that might become due in the

future. The right also applies no matter what currency the money is in. If your money is in a currency other than British pounds, you give us permission to convert it into British pounds to pay back anything you owe. We'll convert the money using an exchange rate we reasonably determine on the day we make the conversion.

We'll use our set-off rights in line with any laws and regulatory requirements that apply.

What you promise to do

You agree to fully comply at all times with, and make sure your use of Tap to Pay and the sale of your goods and services meet the requirements in:

- these terms
- Adyen's terms
- Apple's terms (if they apply)
- all laws and regulations that apply
- all card scheme rules that apply

If you don't comply with any of these, we may suspend or end your access to Tap to Pay.

PCI DSS compliance: keeping customers' card details safe

For Tap to Pay, your business is the 'merchant'. This means you're responsible for assessing and maintaining Payment Card Industry Data Security Standard (PCI DSS) compliance for your business at all times. This includes completing a PCI Self-Attestation Questionnaire (SAQ) to confirm you'll comply with the PCI DSS.

To the extent permitted by law, you indemnify us against any claims, losses, damages, or regulatory fines arising out of or relating to your failure to comply with PCI DSS.

Fees you'll pay

You're responsible for paying the Tap to Pay fees, which include:

- a transaction fee of 1.6% on each payment
- a chargeback fee of £10 for each chargeback to cover Adyen's and our admin and processing costs for managing the dispute
- any fees, fines or other charges passed on to us by Adyen

You authorise us to deduct any fees from your payouts in line with these terms, and to instruct Adyen to do this.

We can change our fees in these terms by giving you at least 2 months' written notice. If you don't agree to the change, please see the '[When we can make changes](#)' section. Otherwise, the changes will take effect when the 2-month notice expires.

If you owe us money

If you owe us money under these terms, we may reduce or withhold any payout we're due to send you. This includes amounts related to:

- chargebacks
- refunds
- fees
- penalties, fines or any other loss or liability related to your use of Tap to Pay

We may also withhold payouts, or hold money in reserve, if we reasonably believe you owe or may owe money in the future.

Minimum cash reserve

At any time, we may tell you that you need to keep a minimum amount of money in your merchant account, or another account with Starling or Adyen that we choose. This is called a '**cash reserve**'. We decide the amount, and it protects against:

- any money you owe us or might owe us in the future under these terms
- any losses we may suffer or reasonably expect to suffer under these terms – including actual or anticipated chargebacks, fraud losses, non-compliance costs, or card scheme fines

We'll work out the amount of the cash reserve using one or more of these methods:

- a percentage of your monthly gross sales volumes, typically between 5% and 10%
- an amount that's equal to the total value of your sales, chargebacks and refunds over a set period of time – for example, the last 90 days
- any other method that we decide is reasonable

We can change the reserve amount at any time. We might do this based on your transaction activity, pattern of chargebacks, business type, or other risk factors like suspected fraud or trading status.

If we do take any of the steps we've explained here, we'll review them regularly and work with you to resolve any issues. If you don't keep us informed or help us when we ask you to, it may affect your access to Tap to Pay.

Your cooperation with us

You agree to fully cooperate with us, Adyen, the card schemes, regulators and law enforcement authorities in any Tap to Pay-related:

- inquiries
- investigations
- audits
- disputes
- compliance matters

You must provide any information, records or evidence we reasonably ask you for, at any time. You must respond fully and accurately, and within the timeframe we give you.

You must provide any attestations, confirmations or declarations we need, in a form we specify regarding your compliance with your obligations. This includes the PCI DSS, your allowed use of Tap to Pay, and any legal or regulatory requirements that apply.

If you don't provide the information we need in the timeframe we specify, we may suspend or end your access to Tap to Pay.

Your duty to report fraudulent, suspicious or illegal activity

You must tell us immediately if you know or become aware of, or have reason to suspect, anything fraudulent, illegal, or suspicious about your use of Tap to Pay or your customers' activity. This includes but is not limited to:

- use of stolen or unauthorised payment cards
- transactions that appear to be structured to evade legal or regulatory requirements
- payments that involve money laundering, terrorist financing or scams
- any activity that appears unusual or inconsistent with your stated business

If you don't report these activities, we may suspend or end your access to Tap to Pay.

Telling us about changes to your business or financial condition

You must contact us immediately if any of the following things happen, or are reasonably likely to happen, as they could affect your eligibility for Tap to Pay. You can find our contact details in the '[Getting in touch](#)' section of these terms.

Changes to your business or structure

- Any significant change in what your business does, the type of products you offer, or how you deal with customers. For example, selling higher-risk products, seasonal products, or deferred delivery products (where your products are delivered to the customer at a future date instead of straight away).
- Any change to your business structure, including your status as a sole trader, LLP or company.
- Any change of control or ownership of your business, whether legal or beneficial. This includes any change in the person(s) having significant influence or majority voting rights.
- A change to your business name, legal name, trading address or registered office.
- You stop trading or plan to stop trading.

Financial and legal events

- Any actual or threatened insolvency event.
- You can't pay your debts when they're due, or your debts become or could be declared immediately due.
- You have financial difficulties that affect your ability to meet your obligations to us.
- Any enforcement action, material dispute, or regulatory investigation that may affect your financial condition or reputation.
- You suspect or find that you, or anyone acting for you, has done something fraudulent.

If any of these things happen, or we reasonably believe that it poses a material compliance, reputational, operational or financial risk to us, we may apply additional monitoring, conditions, or transaction limits. We may also suspend or end your access to Tap to Pay.

Other rules you need to follow

When you use Tap to Pay:

- you'll only use it for business purposes. You won't accept payments for any personal, family or household purposes.
- you're a sole trader, company or LLP.
- you're not acting as a consumer – meaning you won't use Tap to Pay to pay for someone else's goods and services.
- if you're not a sole trader, you're an authorised individual for your business.
- you accept full responsibility for anyone you've authorised to use Tap to Pay on their devices.
- you'll make sure any authorised individual(s) comply with these terms.
- you'll only use Tap to Pay to accept payments in the United Kingdom.
- you'll fulfil all of your obligations to your customers, and you'll resolve any disputes with them.
- you'll comply with all laws and regulations that apply to your business and your use of Tap to Pay.
- you'll have enough money in your Starling business account to cover any refunds or chargebacks.
- you'll only accept payments for goods and services you've actually sold.

Your obligations to your customers

You are solely responsible for your relationship with your customers. You undertake to meet all your responsibilities to your customers under these terms, Adyen's terms, Apple's terms (if they apply) and any laws and regulations that apply.

We're not responsible for the goods or services you sell, or for your relationship with your customers. But when you use Tap to Pay, you agree to:

- comply with all laws and regulations that apply to your customer transactions
- give your customers contact details to contact you in case goods or services are faulty or not delivered
- give your customers clear and accurate information about your goods and services
- make sure your customers are not required to waive their consumer rights as a condition of their purchase, return or refund
- not use Tap to Pay to sell illegal goods or services
- refund your customers using the original payment method for transactions made using Tap to Pay
- maintain and clearly communicate your refund, return and cancellation policy
- maintain and clearly communicate your data privacy policy

Your privacy

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

Our privacy notice explains how we collect, use, share, and store your personal information. To understand what we do and what your rights are, please read the full notice. You can find it in the 'Statements and documents' section of the Starling app and on our website at www.starlingbank.com/legal/privacy-notice.

Reversing a transaction

You can request to reverse a transaction (meaning no money will be taken from your customer's account) before it's settled in the merchant account. To do this, you need to contact us on the same day of the transaction and ask to reverse it. You'll find our contact details in the 'Getting in touch' section.

A transaction can only be reversed if it has not already been settled and we receive and process your reverse request before 11.59pm on the day of the transaction.

If we receive your request too late or the transaction is already settled, we won't be able to reverse it. You'll need to give your customer a refund instead. This can also apply if the customer's bank or card provider does not accept the reverse request.

Giving refunds

If you need to refund all or part of a transaction, you must do it in line with:

- all laws and regulations that apply
- all of the customer's rights under their contract with you
- your published refund and cancellation policy
- the card scheme rules
- these terms
- Adyen's terms

We may reject or cancel a refund request at any time if we reasonably believe it breaks these terms, the card scheme rules, or any laws or regulations that apply.

You can only make refunds to the card used for the original transaction, and for the original transaction amount – including any taxes that apply.

By initiating a refund, you authorise the refund amount to be taken from your merchant account including from any cash reserve. If you don't have enough cleared money available to process a refund, we may:

- at our discretion, take the money from your Starling business account or any other account you have with us, with or without telling you first
- instruct Adyen to delay processing the refund until you have enough money available
- recover the amount by instructing Adyen to deduct it from any future sales and/or payouts. If we can't tell you about this in advance, we'll let you know as soon as possible afterwards

The refund amount from your merchant account and/or your Starling business account will be given back to the customer. We won't reimburse any fees, including the transaction fee, that we charged on the original transaction.

We and Adyen won't be responsible if a refund fails because you don't have enough money in your merchant account and/or your Starling business account (including any arranged overdraft).

If we or Adyen reasonably decide that you're processing a high or unusual number of refunds, or if your refund practices pose a risk to us or Adyen, we may suspend or end your access to Tap to Pay. We may also close your Starling business account.

Handling chargebacks

If a chargeback happens, we and Adyen will investigate. We may ask you for documents or information, like receipts or proof of delivery.

You're responsible for responding to chargeback requests within 15 calendar days. If you don't, you may be automatically liable for the disputed amount.

We'll take the chargeback amount and the chargeback fee of £10 from your Starling business account while we investigate.

If we successfully challenge the chargeback, we'll put the chargeback amount back in your Starling business account. We won't reimburse the chargeback fee.

You understand that the dispute may not be resolved in your favour. If this happens, you don't respond in time, or you decide not to dispute the chargeback, the chargeback amount will be transferred to your customer by Adyen.

A chargeback could make your Starling business account go into an unarranged overdraft if there isn't enough money in it. Please check the terms for your Starling business account for the terms and charges that apply to unarranged overdrafts. You agree to pay back any money you owe us.

A single transaction can have more than one chargeback if it's disputed multiple times and can be subject to additional chargeback fees.

What you're liable for

You're responsible for any losses, claims or liabilities incurred in connection with your use of Tap to Pay. This includes any losses we suffer if you, your agent, subcontractor, or employee does something or fails to do something, including:

- acting fraudulently
- failing, intentionally or with gross negligence, to follow or put in place appropriate security measures. This includes the PCI DSS rules or any reasonable instructions we give you.
- failing to tell us, as soon as reasonably possible, on becoming aware of any unauthorised use or access to Tap to Pay. This includes becoming aware that transactions have been processed using stolen, cloned, or unauthorised payment cards.
- receiving chargebacks resulting from claims of fraud, disputed transactions, or because goods or services weren't received

You'll indemnify us for any and all claims, costs, losses, expenses and liabilities, including fines, which we may suffer or incur in connection with:

- any of your Tap to Pay transactions
- anything an authorised individual does, or fails to do, using Tap to Pay on your behalf
- your failure to comply with these terms, Adyen's terms, the card scheme rules, your legal or contractual obligations to your customers, or any laws or regulations that apply

You agree to cooperate with us, Adyen, and any relevant third parties (including law enforcement and card schemes) in investigating and resolving any fraud, scams or chargebacks. If you don't, we may suspend or end your access to Tap to Pay.

When we can change these terms

We may change these terms at any time for any reason. We'll give you at least 2 months' written notice if we do. Sometimes we might give you less notice – for example, if we reasonably believe the change is to your benefit, a change is needed by law, to fix errors or to improve security. If Adyen change or discontinue any payment methods, we'll try to give you 1 month's notice.

If you don't agree with the change, you must notify us in writing that you want to end your access to Tap to Pay. You must do this before the change takes effect. These terms will terminate and your access to Tap to Pay will end as soon as we receive your notice, subject to any pending settlements, refunds and chargebacks being paid. If you don't tell us that you reject the changes, you agree to keep using Tap to Pay under the updated terms.

When we'll update the Starling app

We'll update the Starling app from time to time. We'll let you know beforehand if an update will affect Tap to Pay, or if we need to temporarily take the Starling app down. If we have to do any unplanned maintenance on the Starling app – for example, to fix an issue – we'll let you know as soon as we can.

Ending your access to Tap to Pay

When you can end your access to Tap to Pay

These terms will stay in place until you or we end them.

You can end your agreement to these terms, and your access to Tap to Pay, at any time for any reason by contacting us. You can find our contact details in the '[Getting in touch](#)' section of these terms.

You can't end your agreement to these terms if you have any pending transactions or refunds, or the balance on your merchant account is below zero. In these cases, the terms and your access to Tap to Pay will end after any remaining payouts and refunds have been paid.

We may withhold a reasonable cash reserve for a period of time after your access to Tap to Pay ends. This is to cover any future chargeback amounts, chargeback fees and/or other costs from disputes linked to your use of Tap to Pay.

When we can end your access to Tap to Pay

We may end your access to Tap to Pay at any time, for any reason. We'll give you at least 2 months' written notice if we do this, or any other notice we have to give you by law.

We can also end your access to Tap to Pay immediately, without notice, if:

- your Starling business account is closed
- you process a transaction for your own card, or any card, without the sale of any goods or services
- you breach these terms, Adyen's terms, or Apple's terms (if they apply), or Adyen's terms are suspended or terminated
- you breach any other agreement you have with us
- Apple ask us to end your access to Tap to Pay through Tap to Pay by iPhone
- Apple suspend or end your access to Tap to Pay by iPhone
- you fail to pay any money you owe under these terms
- you're 90 days or more in arrears on an unarranged overdraft
- you've defaulted on a loan you have with us
- you breach or attempt to breach, or we reasonably believe that you've breached or are attempting to breach, any law or regulation that applies
- we have to do so to comply with legal or regulatory changes
- your type of business is included on Adyen's Prohibited and Restricted Products and Services list
- your business falls outside what we consider an acceptable level of risk
- you receive an excessive number of chargebacks
- an insolvency event has happened, or we reasonably believe that one may happen
- you're selling illegal goods or services, or you're involved in any illegal activity
- you give us false information
- you have used, or allowed someone else to use, Tap to Pay illegally or for criminal activity
- we reasonably believe you're involved in fraudulent activity or helping others to commit fraud

We may also suspend or end your access to Tap to Pay if Adyen, a card scheme or a regulator tells us to.

We'll notify you we're ending your access to Tap to Pay if it's possible and lawful for us to do so. But we may have to act immediately without notice to meet our legal and regulatory obligations.

What happens when your Tap to Pay access ends

We'll stop accepting new transactions. Any transactions already being processed will be settled in line with these terms.

You'll remain liable to us for any money you owe under these terms, including all pending refunds, potential and actual chargebacks.

If you want to use Tap to Pay again in the future, you'll need to make a new application. This will be subject to our eligibility criteria at that time.

Chargebacks after your Tap to Pay access ends

You agree that during the chargeback period, even after these terms have ended, we reserve the right to recover money from you related to any chargebacks and associated fees for transactions processed before your Tap to Pay access ended.

Cash reserve after your Tap to Pay access ends

When your access to Tap to Pay ends, we may withhold a cash reserve from your merchant account or any transaction amounts received after your access ends. This is to cover any pending transactions, refunds and potential chargebacks.

We'll hold the cash reserve until the chargeback period on your last transaction has passed.

Before we return the money in the cash reserve to you, we'll deduct any amounts used to cover actual chargebacks, refunds, or other fees or amounts you owe.

Terms that apply after your Tap to Pay access ends

Certain parts ('provisions') of these terms will continue to apply even after your access to Tap to Pay ends. This includes:

- your obligation to pay any fees, chargebacks, or other amounts you owe
- our rights to hold a reserve for any pending transactions or potential chargebacks
- your confidentiality obligations
- the liability and indemnity provisions
- the law that applies, and which courts can handle disputes

Limits to our liability

We're not liable for any acts, omissions, errors, performance failures, or delays caused by:

- your conduct, or your failure to comply with applicable laws and regulations, Adyen's terms, Apple's terms, or these terms
- the acts, omissions or performance of anyone other than ourselves (including Adyen under Adyen's terms)
- any disputes between you and your customers. This includes, but is not limited to, disputes about your refund policies, the goods or services you provided, or transaction reversals

Under these terms, and to the fullest extent permitted by law, we won't be liable for any direct, indirect, special, consequential or punitive damages, or any losses including but not limited to:

- loss of business
- loss of reputation
- loss of opportunity
- loss of profit
- loss of interest
- loss of goodwill
- loss of revenue

- loss of expected savings
- loss arising from fines or penalties

Our total liability to you for any claims arising out of or in connection with these terms will not be more than half of the total transaction fees you paid us in the 12 months before the claim took place. This does not limit our liability for negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited by law.

Your rights relating to Adyen processing transactions incorrectly are set out in Adyen's terms.

We're not responsible for any loss or damage you face if your device is infected by a virus or corrupted file, and it affects your use of the Starling app and Tap to Pay in any way.

Keeping your device safe

You must keep your device safe and secure from any unauthorised third-party access or use. You must also keep your security details safe and secure, and only share them with authorised individuals.

You must not do, or help anyone else to do, the following:

- Install the Starling app on someone else's phone and access your Tap to Pay through it.
- Let anyone else 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 logged into the Starling app.
- Leave your phone unlocked while it's unattended.
- Give anyone else access to the Starling app while you're logged in.
- Use the Starling app for anything illegal.
- Use the Starling app in a way that breaches the terms that apply to use of the app.
- Hack into or access the Starling app to collect any data or information from our systems.
- Tamper with, adapt, interfere with or access the Starling app in any way that could damage it, stop it from working or affect our systems or other users.
- Upload any violent, threatening or discriminatory content, or anything that could encourage racial hatred.
- Upload any obscene or pornographic content, or anything that breaches someone's confidence or privacy.
- Try to get around the app's 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.
- Change how the Starling app works, copy it, or convert it into a different form – for example, for a computer to understand or process it. 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 these things, we may hold you responsible for any loss or harm we suffer as a result.

How to get help

If you have any problems or questions about Tap to Pay or any transactions processed through it, or you need to tell us about anything related to these terms, you should contact us directly. You can find our contact details in the '[Getting in touch](#)' section of these terms.

You must not contact Adyen or any card schemes directly unless we tell you to. We're your main point of contact, and we'll work with Adyen and other relevant parties to resolve any issues for you.

Our support team is available 24/7 to help with your transaction enquiries, technical issues, and general questions about Tap to Pay. We aim to respond quickly and we'll keep you updated throughout.

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 the home screen, and then tapping 'Help'.

You can also make a complaint by:

- calling +44 (0) 207 930 4450
- emailing help@starlingbank.com
- using any other complaint-related contact details we share with you from time to time

If you'd like to write to us, our address is:

Starling Bank Customer Relations Team

8th Floor Brunel House

2 Fitzalan Road

Cardiff

CF24 0FG

You'll find 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.co.uk

Website

www.financial-ombudsman.org.uk

Other important legal information

Transferring rights and duties ('assignment')

You're not allowed to assign or transfer any of your rights under these terms to anyone else.

We may assign or transfer our rights and obligations under these terms at any time without your consent.

We may also sub-contract any of our obligations under these terms to another person without your consent.

Financial Services Compensation Scheme (FSCS)

The money in your merchant account is held by Adyen, not Starling. This means it's **not** protected by the Financial Services Compensation Scheme (FSCS). Once the money is paid into your Starling business account, it is covered by the FSCS.

Events outside of our control

Sometimes, events outside our reasonable control might cause failures, delays or interruptions in us meeting our obligations under these terms. We're not liable to you if this happens. Events may include:

- service disruptions or failures at Adyen, Apple, card schemes or your customer's card-issuing bank
- technology outages, mobile network problems or internet failures
- natural disasters, pandemics or public health emergencies
- major disruption to financial markets or the banking system
- strikes, war or terrorism

If any of these events happen, Tap to Pay will be suspended or terminated immediately, and you won't be able to process new transactions. We won't be responsible for any delay or failure in providing Tap to Pay.

If the service disruption or failure is caused by Adyen becoming insolvent, any of your unsettled money from processed transactions may be delayed, frozen, lost or subject to Adyen's insolvency proceedings.

You acknowledge that if Adyen become insolvent, the money in your merchant account may not be recoverable and is not protected by the Financial Services Compensation Scheme.

To the extent permitted by law, we won't be liable for any losses, damages, costs, or expenses you face as a direct or indirect result of Adyen becoming insolvent. This is unless it was caused by our own negligence or if we deliberately did something wrong ('wilful default').

You are solely responsible for all chargebacks, refunds and disputes for transactions processed before the event.

During an event, you may have limited or no access to transaction data, reports and past records maintained by Adyen.

Laws and courts that apply

These terms are governed by the laws of England. Any legal disputes that may come up between you and us will be governed by English law and handled in English courts. If you live in Wales, Scotland or Northern Ireland, you or we can also choose to bring a claim in the courts of the country where you live.

Confidentiality

You and we both agree to keep any private information shared about Tap to Pay confidential. This applies while you use the service and for 2 years after these terms end.

Private information includes business, technical, financial and customer details, unless the information is already public or has to be shared by law or regulation.

We may share information about your business with the police, card schemes, Adyen, regulators and/or any investigating body to help prevent fraud or other criminal activity.

Exercising our rights ('no waiver')

If we fail to exercise any of our rights under these terms, or we delay in exercising them, this won't be considered a waiver or release of that right. This means we can still exercise that right later, unless we expressly agree otherwise in writing.

If a part of these terms isn't valid

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

Starling Bank Limited (trading as Starling) is registered in England and Wales (No. 09092149), 5th Floor, London Fruit and Wool Exchange, 1 Duval Square, London, E1 6PW. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 730166.