



Online Banking Terms and Conditions

30 April 2020

Online Banking Terms and Conditions

Introduction

These terms and conditions (**Online Banking Terms and Conditions**) govern your use of Online Banking for your Account(s). These Online Banking Terms and Conditions form part of your Agreement with us in respect of each Account you hold with us and use Online Banking. Except where otherwise defined in these Online Banking Terms and Conditions, terms defined in the General Part or relevant Account Schedule will have the same meaning in these Online Banking Terms and Conditions. By using Online Banking you are accepting these Online Banking Terms and Conditions.

If there is a discrepancy between the General Part, an Account Schedule, and these Online Banking Terms and Conditions, the relevant Account Schedule will take priority first, followed by the General Part.

We may make changes to these Online Banking Terms and Conditions from time to time.

Contact

If you have any questions about these Online Banking Terms and Conditions, please check our Frequently Asked Questions page or get in touch with us:

- through the App;
- by email at help@starlingbank.com; or
- by calling our Customer Services team on: +44 (0) 207 930 4450

Use of the Online Banking

Licence to use Online Banking

We grant you a non-exclusive, non-transferable, royalty-free licence to use Online Banking and software embedded in it to manage your Account(s). This licence will terminate immediately if: (i) your Online Banking session ends; or (ii) we deactivate or withdraw your access to Online Banking in line with these Online Banking Terms and Conditions.

You are responsible for your actions and instructions to us via Online Banking.

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

Availability of Online Banking

We may make updates to Online Banking from time to time. Where we make a major update to Online Banking we will let you know when we plan to do so and for how long Online Banking (in part or in whole) will be unavailable. If we have an emergency or need to do unplanned maintenance on Online Banking, we will try to let you know as soon as possible.

To access Online Banking, you need to use your App and pass authentication. You must have access and be able to log in to the App to be able to use Online Banking. Where there are multiple persons on the Account, each person must use their own App to log on to their own instance of Online Banking.

Although we try and make sure Online Banking is available, we do not guarantee a continuous and uninterrupted service. We will not be liable to you if you suffer any loss in such circumstances.

Liability

Online Banking is provided as is and except for those warranties or representations expressly set out in these Online Banking Terms and Conditions all other warranties or representations (whether express or implied) are excluded. Without impacting any limitations of liability and exclusions in the Agreement including the General Part and relevant Account Schedule, to the extent permitted at law, we will not be liable to you for any losses you suffer when using Online Banking.

Things you must not do

You must not do any of the following:

- share your password, PIN or any other security detail, with any other person. We will never ask you for these details so do not share them with anybody even if you think they work for us;
- translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of Online Banking or help anyone else to do any of these things;
- use Online Banking in any unlawful manner or in breach of your Agreement;
- collect or harvest any information or data from Online Banking or our systems or attempt to decipher any transmissions to or from our systems; or
- upload any content, which 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 other person.

If you do anything which is not allowed under this paragraph, you may be responsible for any losses we suffer as a result.

Security

You must let us know immediately if you think anyone else has your security details or has otherwise managed to unlawfully access your Account.

When you use Online Banking, you will be required to provide certain information and verify yourself via the App. You are responsible for keeping your device(s), any security details and App secure and confidential.

We may use software and other technology to help us identify you or your device, and to detect viruses or malicious software (malware) or weaknesses on the device you use to access Online Banking. If we find these things, we may limit or stop your access to Online Banking or the use of your security details. If this happens, you may not be able to access part or all of Online Banking until you have removed the viruses or malware or we are satisfied with the security of your device. If we tell you that you should use new security details to access Online Banking (or your Account(s)), you must do so.

We may stop your access to Online Banking if you are using an outdated Internet browser. Online Banking functionality may also be impacted by your Internet browser settings. In either of these situations you can fix your access by updating to the latest version of your Internet browser, or by changing your Internet browser settings. Please check with your Internet browser provider for details on how to do this.

Restrictions on Online Banking

We may limit or stop your use of Online Banking if we reasonably think this is necessary. This may include for the following reasons:

- the security of your Account, App or Online Banking is at risk;
- we suspect unauthorised or fraudulent use of your security details or Online Banking or App;
- a device is being used that we do not recognise, we suspect may have been modified or is being used in an unusual way;
- we must comply with the law or regulations;
- you have given us false information about yourself or other account holder or Authorised Individual;
- a system has failed;
- a third party has not supplied required services;
- you breach these Online Banking Terms and Conditions or your Agreement;
- something happens which is beyond our reasonable control; or
- these Online Banking Terms and Conditions or the entire Agreement ends.

Stopping use of Online Banking

You can stop using Online Banking at any time.

Intellectual Property

We own or licence all intellectual property rights in Online Banking and all related materials. Apart from the limited licence granted to you under these Online Banking Terms and Conditions, no right (including intellectual property right) in these things will vest in you at any time.

You must not use Online Banking or any software we provide except for your own use.

Additional Definitions

"Online Banking" means our online service allowing you to access each of your Accounts via an Internet browser. This does not include the App.