



**Starling Kite Terms and Conditions**

**Additional Terms to Account Schedules for Current Accounts**

**23 June 2021**

## **Starling Kite Terms and Conditions**

### **Additional Terms to Account Schedules for Current Accounts with Kite Goal, Kite Card and App Access**

These terms and conditions (**Starling Kite Terms and Conditions**) govern the use of the Kite Goal and Kite Card by you and each Delegated Child User. These Starling Kite Terms and Conditions also set out how a Delegated Child User may use the App and confirm that you are responsible for such use.

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**). 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 how each Kite Card and the App may be used by the Delegated Child User. 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, Kite Card and/or App access by the Delegated Child User, 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, 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.

#### ***Use of the App by a Delegated Child User***

You may grant a non-exclusive, non-transferable sub-licence to your Delegated Child Users for limited use of the App and software embedded in it to allow them to view their Kite Card balance and transactions within the App. We may

revoke this right to grant a limited sub-licence to your Delegated Child Users at any time with or without notice to you. Each sub-licence granted under this paragraph will terminate immediately when you close the Kite Goal, to which your Delegated Child User's access to the App is linked.

You shall ensure that your Delegated Child Users only download and install the App from the app stores we recognise as safe. More details about this can be found on our website.

We may make updates to the App from time to time. We will let you and your Delegated Child Users know when we plan to do so and for how long the App will be unavailable (if at all). If we have an emergency or need to do unplanned maintenance on the App, we will try to let you and your Delegated Child Users know as soon as possible.

You are responsible for ensuring that each Delegated Child User upgrades the App when we make new versions available. If this is not done (or the Delegated Child User's device operating system is not updated to the latest version available), certain features of the App may not work as intended or at all until you or they upgrade their version of the App. We are not responsible for the performance of the App on the Delegated Child User's device if the App or their device operating system is not updated by you or them to the latest version available.

You must ensure that each Delegated Child User does not do any of the following things:

- install the App on, or transfer the App to, anyone else's device;
- translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the App or assist anyone else to do any of these things;
- use the App in any unlawful manner or in contravention of any term of your Agreement with us;
- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from our systems;
- 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; or
- share their password, PIN or any other security detail, with any other person.

If your Delegated Child Users do anything which is prohibited under this paragraph, you may be responsible for any losses we suffer as a result.

When your Delegated Child Users download the App, they may be required to provide certain Security Information. You are responsible for ensuring your Delegated Child Users keep their device, the App and the Security Information secure and confidential. You must let us know immediately if you are aware that, or think, anyone else has the Delegated Child User's Security Information or has otherwise managed to unlawfully access their Kite Card and Kite Goal. We will never ask you or your Delegated Child Users for their passcode, PIN or password, so you must not, and you must ensure that each Delegated Child User does not, share these with other people, even if you or the Delegated Child User think they work for us.

#### ***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 all GBP Personal and GBP Joint Current Accounts. 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 and/or the App, 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.

We are not liable for any matters in relation to your Delegated Child User's use of the Kite Card, Kite Goal and the App as far as the law permits, including but not limited to losses incurred as a result of your Delegated Child User's inability to access the App.

### ***Third Party App Stores***

If you or your Delegated Child Users download the App for use on their device from a third party app store we recognise as safe, you may be required to agree to the app store provider's own terms and conditions.

You are responsible for ensuring you and your Delegated Child Users comply at all times with the terms and conditions of the third party app store provider. You should not download the App if to do so would mean you are in breach of the terms and conditions of the relevant third party app store provider.

We accept no responsibility or liability which may arise as a result of, or in relation to, any breach or non-compliance by you or your Delegated Child Users of the terms and conditions of the relevant third party app store provider.

### ***Suspending or terminating a Kite Goal, Kite Card and/or App Access***

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 (and your Delegated Child User will automatically lose access to the App) on or around the day in which you make the request.

You may request that we remove your Delegated Child User's access to the App. Upon any such request, we will remove your Delegated Child User's access to the App, but the Kite Goal and Kite Card will remain effective.

We may suspend or terminate any Kite Goal, its corresponding Kite Card and/or your Delegated Child User's App access at any time with or without notice to you. If we need to suspend or terminate a Kite Card and/or your Delegated Child User's App access, we will try and notify you in advance.

Where we suspend or terminate a Kite Goal, its corresponding Kite Card and/or your Delegated Child User's App access, 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 and ensure your Delegated Child Users delete the App from their device.

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 and/or your Delegated Child Users 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 about what happens to funds after the suspension or termination of a Kite Card, Kite Goal and/or your Delegated Child User's access to the App 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, Kite Goal and/or your Delegated Child User's App access 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 whom you are the parental or legal guardian, to whom you provide a Kite Card to use and to whom you may grant App access pursuant to these Starling Kite Terms and Conditions.