

Starling eSim Terms and Conditions

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1. About these terms

These are the terms and conditions for buying travel data through the Starling app.

When you started using the Starling app, you accepted our Mobile App terms. These terms continue to apply when you're using the app to buy and manage travel data services.

When we say 'Starling', 'we', 'our', or 'us' in these terms, we mean Starling Bank Limited. When we say 'you' or 'your', we mean the person who bought the data plan.

2. Who can buy travel data through the Starling app?

To buy and use travel data through the Starling app, you must:

- Be aged 18 or over;
- Hold a personal current account with Starling;
- Have the Starling app installed on your device.

You'll also need to have a device that's compatible with eSIMs. Before you purchase any travel data, we'll check if your device is compatible. If it isn't, we'll let you know.

3. How travel data works

An eSIM is a digital SIM that you install on your device. You can use an eSIM to connect to the internet while you're abroad. To do this, you'll also need to buy a data plan for your eSIM.

The Starling eSIM and data plans are provided by Gigs UK Limited ('Gigs'), a company registered in England and Wales at 2 Leman Street, London, United Kingdom, E1W 9US. Their email address is support@gigs.com. We market and facilitate the sale of the Starling eSIM acting as an agent of Gigs. We also act on behalf of Gigs to provide access to some Gigs support services through the Starling app.

When you buy a data plan, you'll be asked if you're happy to accept separate terms and conditions with Gigs. If you go ahead, you'll have a separate agreement with them.

You'll be able to get in touch with Gigs directly by using live chat through the Starling app. You can access this by going to the 'Travel data' section of the app, then tapping the question mark icon in the top-right of the screen. When we talk in these terms about getting in touch with Gigs, this is what we mean.

4. Buying your data plan

You can access available data plans through the 'Travel data' section of the account menu in the Starling app.

When you have selected a data plan, we'll show you the details, duration and price of the plan. If you want to go ahead, you can make the payment for the plan to Starling from your Starling personal current account. Make sure you have enough money to make the payment first. If you think the right amount hasn't been taken from your personal current account, please get in touch with us straight away.

If you make the payment, we'll treat this as your instruction to buy your plan from Gigs and view it through your Starling app immediately. Your plan will start when you arrive in your chosen region (you'll need to install and turn on your eSIM first).

We won't apply any extra charges while you're using your plan. If you want to extend your data for your chosen region, you can buy a new plan through the Starling app when your current plan ends.

5. Managing your data plan

Once you've bought your first plan, you'll be able to see and manage any current plans through the Starling app. You'll also be able to see your current data usage. We may also send you device notifications about your data plan or other communications from time to time on behalf of Gigs.

6. Restrictions on use

You must not:

- transfer or attempt to transfer use of your eSIM to any third party in any way;
- re-sell your eSIM to any third party;
- allow any third party to install an eSIM which you have purchased;
- knowingly modify or use your eSIM or data plan a way that interferes with, degrades or disrupts any of Gigs's services or systems;
- purchase an eSIM or data plan for the primary purpose of developing a product or service that replicates or substitutes the service offered by Gigs or copy, modify or create derivative works from the Gigs service in any other way;
- knowingly circumvent, interfere with or disable any security features of your eSIM;
- reverse engineer, decompile or seek to access the source code of Gigs;
- use the service in a way which breaks these terms or in any way prohibited by law.

7. Ending your agreement in the first 14 days

This agreement lasts for the duration of your data plan. But if you no longer want your data plan, you have a right to cancel it at any time within the first 14 days after you bought it. We call this the cooling-off period. If you've already used all your travel data, this right no longer applies.

To cancel your data plan, you should contact Gigs through live chat in the Starling app. They'll let us know. You should make sure that you clearly state in your message that you want to cancel.

Once you've done this, your agreement with Gigs and this agreement will end. If you cancel during the cooling-off period, you'll be entitled to a refund for any travel data you haven't already used. We'll send your refund to you within 14 days. We'll usually send it back to your Starling personal current account unless it's closed. In that case, we'll send the refund in the same way that we've set out in the 'If there's money in your account' section in the Personal Account General Terms.

You'll be able to see any cancelled data plans in the Starling app.

8. Ending your agreement after the first 14 days

After the cooling-off period, you can still choose to stop using your data plan at any time but you won't usually be entitled to a refund for any unused data and your data plan will expire in the usual way. But if you've had any problems using your travel data, please get in touch with Gigs through live chat in the Starling app as soon as you can. They'll investigate and try to put things right.

You must have the Starling app installed on your device to be able to use and manage your data plan. If you delete the Starling app, you won't be able to contact Gigs or access support for the service and we won't be responsible for this.

You must also have an open personal current account with Starling to be able to use and manage your data plan. If you choose to close your personal current account, we'll end this agreement and you won't be entitled to a refund for any unused data. You can read more about our rights to end your agreement in Section 9 of these terms.

9. When we may end your agreement

We may end this agreement and Gigs may end your rights to use the data plan immediately if:

- we need to do so to meet a legal or regulatory requirement which applies to us;
- we have reasonable grounds to suspect that you are, or have been, involved in or linked to serious crime (such as fraud, money laundering and bribery);
- we reasonably consider that you have acted in a threatening or abusive way towards our staff or anyone acting on our behalf;
- you no longer meet the eligibility criteria set out in these terms;
- we consider that you have seriously broken these terms or any terms which apply to your Starling personal current account.

Gigs may also end your agreement with them for any other reason set out in their agreement with you. If they do this, we will end this agreement automatically and you will no longer be able to see your data plan in the app.

If we and Gigs end your agreements, we'll refund you for any unused data unless:

- this happens because you've chosen to close your Starling personal current account;
- there's a legal reason why we can't.

If you're entitled to a refund, we'll send it in the same way that we've described in Section 7 of these terms.

10. Changes to these terms

We'll let you know if we update or change these terms. We might do this at any time for the following reasons:

- if we make changes to our systems or processes;

- to give you information about any new features;
- to reflect changes in the law, regulation or relevant guidance.

If you have an existing data plan when we make a change, the terms you accepted when you bought it will continue to apply until the end of the plan.

Gigs may make changes to your agreement with them separately.

11. Getting in touch

If you want to talk to us, you can contact us 24 hours a day, 7 days a week through the Starling app. But if you're having trouble using your eSIM or data plan, we won't be able to help. You'll need to contact Gigs directly through live chat in the Starling app for support.

12. Making a complaint

If you want to make a complaint about your eSIM or data plan, please get in touch with us.

The best way to do this is through the Starling 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
CF24 0FG

These terms and conditions are governed by the laws of England and Wales. You can bring a claim against us in the courts of England and Wales. However, if you live in Wales, Scotland or Northern Ireland, either you or us can also bring a claim in the courts of the country you live in.

If your complaint relates to the services provided by Gigs, we will forward it to them and they will respond to you directly. We are not responsible for the services provided by Gigs, including for any service interruption.

13. Our details

The Starling 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.