



## **Current Account Terms and Conditions**

### **General Part**

**13 July 2022**

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## Current Account Terms and Conditions – General Part

### Introduction

This General Part forms part of the Agreement between you and us for each Account you open with us. As well as this General Part, the following documents also form your Agreement with us:

- the Account Schedule, which is applicable to each Account; and
- the Rates, Fees and Charges Sheet, which is applicable to each Account.

“You” or “your” means either the person or people in whose name we have opened and maintain the Account; and you or the Company if you have a Business Current Account with us. “We”, “our” or “us” means Starling Bank Limited.

If there is a discrepancy between the General Part and an Account Schedule, the relevant Account Schedule will take priority. Certain words in capitals have specific meanings. We have set these out at the end of this General Part.

The terms of our Privacy Notice also apply to your Account, use of the App and Online Banking. A copy of this can be found at [www.starlingbank.com/legal/privacy-notice](http://www.starlingbank.com/legal/privacy-notice).

### How To Contact Us

If you have any questions or a complaint about our Agreement, Privacy Notice or services, please check our Frequently Asked Questions page or get in touch with us:

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

We do not accept service of legal proceedings through our customer services helpdesk email address ([help@starlingbank.com](mailto:help@starlingbank.com)).

We will accept service of legal proceedings at our registered office address (see below). Please mark any legal proceedings for the attention of the Legal Department.

### How We Contact You

We may contact you via the App, email, SMS, telephone or in writing at the address you have provided to us. Please make sure your details remain up to date. You can check these via the App.

Any communications or documents from us will be in English, including your Agreement and our Privacy Notice.

### About Us

Starling Bank Limited is incorporated and registered in England with company registration number 09092149. Its registered office is at 5th Floor, London Fruit & Wool Exchange, Duval Square, London, E1 6PW.

Starling Bank Limited is authorised by the Prudential Regulation Authority and is regulated by both the Financial Conduct Authority and the Prudential Regulation Authority. Its firm reference number is 730166.

### Financial Services Compensation Scheme

Starling Bank Limited is covered by the Financial Services Compensation Scheme (“FSCS”). The FSCS can pay compensation to eligible depositors if a bank is unable to meet its financial obligations. Eligible depositors are covered up to £85,000 or the Euro equivalent per depositor, not per each separate account. For more information about the FSCS, including amounts covered and eligibility, you can visit their website: [www.fscs.org.uk](http://www.fscs.org.uk).

### Financial Ombudsman Service

If you think that we have not dealt with a complaint to your satisfaction, or within 8 weeks, the Financial Ombudsman Service (“FOS”) may be able to help you. The FOS is an independent organisation which has been set up to help settle disputes between financial institutions and their customers. You can find out more information about their services on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Direct Debit Guarantee Scheme

You may set up a UK Direct Debit with your relevant Account and where you do, you have rights under the UK Direct Debit Guarantee Scheme.

## **Section 1: Use of your Account**

### ***Instructions***

We will act on your instructions (or those of your chosen Third Party Provider) in respect of your Account, unless we believe an instruction:

- has not been made by you (or your Third Party Provider);
- is ambiguous or unclear;
- is against the law; or
- has been made with fraudulent or criminal intent.

We may also refuse to act on your instructions (or those of your chosen Third Party Provider) if we are required to for legal reasons or if you have broken the terms of your Agreement with us.

We may hold a payment instruction if we reasonably consider it necessary to do so to protect you or your Account (for example, as a result of the payment exceeding a fraud-related limit) or if we are required to for legal reasons.

We will get in touch with you as soon as possible if we have refused to act on your instruction, or held a payment instruction for a period of time, unless we are not allowed to for legal reasons.

If you have authorised someone else to access and operate your Account, we will need to receive evidence of this authorisation before considering whether we will act on their instructions.

If you have authorised any Third Party Provider to access and make transactions on your Account, we will need to receive evidence of this authorisation including confirmation of their regulatory status before acting on their instructions.

You must ensure you include the correct information on each payment instruction (including International Payment instructions). If you include incorrect information on a payment instruction, we will try to help you recover the funds but cannot guarantee that these will be returned to you.

When you approve a payment via the App or Online Banking, you confirm to us that you are authorising us to process the payment on your behalf.

### ***Payments into your Account***

You can transfer or pay funds into your Account via the App and Online Banking. Funds paid in through the App and Online Banking will be credited to your Account immediately.

You can transfer, pay or receive funds into your Account in: (i) £ Sterling; or (ii) other non-£ Sterling currencies we determine from time to time. If you receive a currency payment which is not in the same currency denomination as the Account (such as Euro into your £ Sterling Account), we may charge you a fee and/or apply an exchange rate to receive that payment. Further details on the foreign currencies we accept into your Account, as well as any fees and/or exchange rates that are applicable, are available on our website and in the App.

### ***Post Office Counter Service***

Where your Account is denominated in £ Sterling, you can also pay funds into your Account at branches of the Post Office™, where their counter service is available ("**Post Office Counter Service**"). Deposits using the Post Office Counter Service are subject to certain maximum limits we set from time to time (including on the: (i) maximum deposit amounts; (ii) time periods for such deposit limits; and (iii) sharing of such limits with other Accounts you have).

Funds paid into your Account using the Post Office Counter Service will be credited to your Account immediately.

### ***Cheques***

You can pay cheques into your Account by sending them to us by post at the following address: Starling Bank Operations Team, 5th Floor Brunel House, 2 Fitzalan Road, Cardiff, CF24 0FG, Wales. You must write your surname and the account number of your Account on the back of the cheque. We will generally process a cheque on the working day that we receive it. However, if for any reason we receive a cheque in the afternoon, this may not be processed until the following working day.

You may also pay cheques into your Account using Cheque Imaging. The cheque you are uploading using Cheque Imaging

must be in the same name as your Account.

We may reject a cheque you try to pay into your Account using Cheque Imaging, including where we are not permitted by law or regulation or there are technical reasons stopping us. Where we do so, we will try and give you reasons, unless we are not permitted to do so by law or regulation.

Where we reject a cheque you have attempted to submit to us using Cheque Imaging, you should send us the physical cheque by post to Starling Bank Operations Team, 5th Floor Brunel House, 2 Fitzalan Road, Cardiff, CF24 0FG, Wales.

Where you use Cheque Imaging and have successfully uploaded a cheque image (and other requested information as necessary) to us, we will generally process such cheque on the same working day unless we are restricted by technical, regulatory or legal reasons. However, if for any reason we receive the cheque image (and other requested information as necessary) after the Deadline, we will process such cheque on the following working day unless we are restricted by technical, regulatory or legal reasons.

We do not guarantee that a cheque image that has been successfully uploaded in the App will not be rejected later in the cheque validation process. You should only destroy the physical cheque once you are satisfied the full amount of the funds have cleared into your Account. We do not accept any liability where a cheque submitted using Cheque Imaging has been subsequently rejected and you cannot send us the physical cheque.

Unless we instruct you otherwise, where you submit a cheque image using Cheque Imaging, you must not use any other method to try to pay the same cheque into your Account.

Your use of Cheque Imaging is subject to: (i) daily and weekly limits on the number of cheques you can submit; and (ii) a maximum value for each cheque you can submit. Further details of these limits are available on our website and in the App. We may update these limits from time to time.

### ***Payments out of your Account***

You must have enough funds in your Account or any Overdraft Facility to cover the full amount of any payment you wish to make. If you do not, we will normally refuse the payment. However, if we do allow a payment despite a lack of funds, you must repay the amount owing to us immediately, otherwise you will be considered to be in arrears and the paragraph entitled ***"If you are in arrears"*** will apply.

When setting up a new payee in the App or Online Banking, you must ensure all information provided is accurate and complete. If it is not, we may not be able to process a payment instruction to that payee or the payment may be delayed or fail to reach that payee. We will not be liable for any loss you suffer if you do not include all the necessary information for a new payee or if the information you provide is incorrect.

You must read and act upon all warnings (including any fraud links which includes additional information) presented to you when making payments out of your Account, particularly when setting up a new payee or changing a payee's details.

If you are in doubt about making any payment, do not proceed with the payment and contact us directly via one of the channels listed in the paragraph entitled ***How To Contact Us***.

Payments out of your Account (such as Faster Payments) may be subject to certain payment execution times and limits. Please check our website for more information.

### ***Payments via CHAPS***

We will charge a fee for making a payment via CHAPS for you. The amount and the timing of this fee will be set out in the relevant Rates, Fees and Charges information sheet for the applicable Account. The fee is non-refundable.

You may request a payment via CHAPS by calling us. You must request a payment via CHAPS no later than the CHAPS Deadline for the payment to be made on the same working day. Where you miss the CHAPS Deadline, we will process your CHAPS payment on the next working day. We may place limitations on a CHAPS payment. These limitations will be set out on our website and in our App.

### ***International Payments***

If you wish to make an International Payment through the App, we will process this using the exchange rate and charging the fees confirmed in the App at the time of making the payment. Other organisations are also involved in processing International Payments and we are not responsible for all stages of an International Payment. If we become aware that an International Payment has been rejected or delayed, we will try to help you retrieve the funds. Where an International Payment fails for a reason which is our fault, we will return the funds in full to your Account. Where the failure is not our fault, the funds may need to be reconverted to the currency that your Account is denominated in before we can return

them to you and you may receive less than you originally paid. If you include incorrect payee information on the International Payment instruction, we will try to help you recover the funds, but may charge you a fee for doing so. We cannot guarantee that we will be able to return the funds to you.

For more information about International Payments, execution times, sending and/or receiving funds, please check the relevant Rates Fees and Charges sheet and our website.

### ***Withdrawals***

You may withdraw funds from your Account using ATMs in the UK and overseas. Where your Account is denominated in £ Sterling, you may also withdraw funds using the Post Office Counter Service. Daily limits apply and we may charge you in certain circumstances. Please see the relevant Rates, Fees and Charges Sheet for further information.

### ***Payments made in Error and Fraudulent Transactions***

If you suspect an incorrect, fraudulent or unauthorised payment or transaction has been made using your Account (for example, a direct debit which you previously cancelled or a transaction you do not recognise), or if you have made a payment by mistake (for example, you use the wrong payee details), please get in touch with us immediately (and no later than 13 months after the payment) so we can assist as far as we can.

If you believe you have lost money as a result of an incorrect, fraudulent, unauthorised payment or transaction, or other criminal activity on your Account, we may ask you to provide more information for us to assess how the losses have arisen and who is responsible. If we ask you for such information, you must provide it as soon as possible in all circumstances.

We will try to help you recover the funds but we will not be liable for any loss you suffer. Please see the “**Liability**” section below for further detail.

If we make a payment into your Account by mistake, we will take out the same amount without asking for your permission, but will let you know what has happened. If someone else tells us they have made a payment into your Account by mistake, we will check with you first before returning the funds. If you disagree, and you can provide us in good time with satisfactory evidence of why the payment was not made in error, we will not return the funds to the payer, but we may put the payer’s bank in contact with you directly.

### ***Refund Rights for Payments***

You can ask us to refund an amount taken from your Account if you satisfy the following conditions:

- you agreed a payment could be taken, but did not specify the actual amount;
- the payment amount taken was higher than you reasonably expected it to be and we agree that the amount was more than could be reasonably expected (considering your previous spending pattern, the Agreement and any other relevant circumstances); and
- you ask us to make the refund within eight weeks of the payment being taken from your Account.

We may ask you for more information to investigate your request. Once all information is received, we will either provide you with a refund or tell you we cannot provide a refund.

### ***Providing Information***

We will provide you with:

- monthly statements in PDF format through the App; and
- a paper copy of our Agreement on request.

### ***Your Contact Details***

You must keep your personal details (and details of your Company if you have a Business Current Account) up-to-date in the App. When we need to contact you, we will use the contact details we hold in the App. We will not be responsible for any losses you may incur as a result of us using contact details which are out of date.

## **Section 2: Use of the App**

### ***Licence to use the App***

We grant you a non-exclusive, non-transferable, royalty-free licence to use the App and software embedded in it to open and manage your Account. This licence will terminate immediately when you close your Account and delete the App.

### ***Accessing the App & Updates***

You may only download and install the App for use on your device from the app stores we recognise as safe. More details about this can be found on our website. You agree not to download and install the App from any other location.

We may make updates to the App from time to time. We will let you 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 know as soon as possible.

You must upgrade the App when we make new versions available. If you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the App may not work as intended. We are not responsible for the performance of the App on your phone if you do not update the App or your phone's operating system to the latest version available.

### ***Things you must not do***

You must not do any of the following:

- install the App on, or transfer the App to, anyone else's phone;
- 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 your password, PIN or any other security detail, with any other person.

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

### ***Security***

When you download the App, you will be required to provide certain Security Information. You are responsible for keeping your phone, the App and the Security Information secure and confidential. You must let us know immediately if you think anyone else has your Security Information or has otherwise managed to unlawfully access your Account. We will never ask you for your passcode, PIN or password, so you must not share these with other people, even if you think they work for us.

### ***Deleting the App***

You must not delete the App from your phone until all of your Accounts have been closed and any remaining funds have been returned to you.

## **Section 3: Managing your Account**

### ***Checks, Information Requests and Tax Reporting***

In order to continue to provide you with your Account, we carry out certain checks, including identity, fraud and credit checks, on a regular basis. We also update credit bureaus and other data sources from time to time in respect of your Account.

We may ask you to provide us with certain information relating to you and/or your use of your Account. If we do, you must provide such information and, if necessary, supporting evidence as we may reasonably require from time to time as soon as possible. If you are unable to do so, we may need to close your Account.

We are required to collect certain information about you and your Account in order to share this with the UK tax authorities and tax authorities in other countries. We may also be required to withhold certain funds from your Account and pay these to the relevant tax authorities in certain circumstances. We will let you know as soon as possible if we are required to do this.

### ***Overdrafts***

We may offer you an Overdraft Facility on your Account (known as an **"arranged overdraft"**). If we do and you accept this, Section 4 (Overdrafts) of this General Part will apply. If we provide you with an Overdraft Facility and you use this, you must make regular repayments into your Account.

If you go into overdraft without agreeing an Overdraft Facility with us (known as an **“unarranged overdraft”**), you must repay all amounts outstanding immediately. If you do not repay the amounts outstanding by the end of the same day, we will consider you to be in arrears.

#### ***If you are “in arrears”***

If you are in arrears for more than 30 days, we may report this to the credit bureaus (this may affect your credit rating) and we may seek to recover the sums through our standard recovery procedures. If you are in arrears for more than 90 days, we may issue you with a default notice and close your Account.

#### ***Interest, Fees and Charges***

Details of interest we pay on credit balances, interest we charge on debit balances, fees and charges that apply to your Account can be found in the Rates, Fees and Charges Sheet which is applicable to your Account.

We charge interest for each day that you are overdrawn or are in arrears. We calculate interest on your cleared balance at the end of each day having taken account of all payments in and out of your Account on that day. **“The end of each day”** here means 23:59:59 UK time.

Where we owe you interest, we will pay this into your Account on the first day of the following calendar month. Where you owe us interest, we will let you know how much you owe us and deduct it from your Account 15 days later.

#### ***Spaces***

The balance of your Account is made up of the funds in the main part of your Account together with the funds held in any of your Spaces. Where you have an amount drawn under an Overdraft Facility, but funds in your Spaces, the net balance of your Account will equal those funds in your Spaces less the amount drawn under the Overdraft Facility and interest will continue to accrue on this net balance.

You can set up Spaces and move funds between the main part of your Account and any of your Spaces through the App or Online Banking at any time. To withdraw funds from a Space, you must first move those funds to the main part of your Account through the App or Online Banking. You are responsible for the transfer of funds between the main part of your Account and any of your Spaces.

Where you have set up recurring payments (for example, direct debits or standing orders) to be paid out of the main part of your Account, you must ensure you have enough funds available in the main part of your Account for those payments, as funds in your Spaces will not be used to cover them.

Once available, you may set up direct debit instructions and standing order payments to be paid from any of your Spaces. You must ensure you have enough funds available in the relevant Space for those payments, as funds in the main part of your Account (including any Overdraft facility) will not be used to cover them.

We will not be responsible for any failed recurring payments as a result of insufficient funds being available in the main part of your Account or any relevant Space (as applicable).

#### ***Cancelling your Account or Paid For Service***

You can cancel your Account and/or Paid For Service within the first 14 days of opening it (**“Cooling Off Period”**). Please get in touch with us if you would like to do this, otherwise your Account and/or Paid For Service will continue until you or we close it.

If you do cancel in this period:

- you must repay all amounts you owe us and delete the App from your phone. You will not be able to reopen your Account once it is cancelled;
- where you paid a subscription fee for the Account and/or for any Paid For Service, we will, at our discretion, refund any fees either (i) in full; or (ii) not in full because we are entitled to minus any charge proportionate to the period you held the Account and/or Paid For Service; and
- where you request, we will return to you any monies held in your Account (less any pending payments) within 30 days of you cancelling.

#### ***Restricting and Closing your Account***

After the Cooling Off Period you can get in touch with us at any time to close your Account and/or (subject to any specific terms, for example in the relevant Account Schedule) a Paid For Service. If you wish to do this, you must repay all amounts you owe us and delete the App from your phone. You will not be able to reopen your Account once it has been closed.



We may close your Account by providing you with two months' written notice of closure.

We may restrict (in whole or in part), suspend your use of or close any or all of your Accounts immediately, at any time, and terminate our Agreement with you in respect of any or all of your Accounts without notifying you at all if any of the following things happen:

- we are required to for legal or regulatory reasons or at the direction of a regulator or law enforcement authorities;
- we suspect you are using your Account:
  - for criminal or fraudulent purposes;
  - to abuse or exploit any services or features we may offer (including usage restrictions we may set, card replacements, and marketplace services);
  - in a way we reasonably believe might harm our ability to provide our services to other customers or users; or
  - to send or receive payments to/from any business or person that exceeds our risk appetite (for example: from a person in a location we consider to be high-risk).
- someone else is using your Account without your authority;
- we do not have sufficient information to operate your Account or it turns out you were not entitled to open an Account in the first place;
- your behaviour when using our service is inappropriate or your behaviour towards our staff makes it difficult for us to deal with you (for example, you use abusive language in payment instructions or you are threatening or abusive towards our staff);
- you are no longer entitled to have an Account with us;
- you do not accept any revised Agreement;
- you do not pay any interest, fees or charges on time;
- you go into bankruptcy, enter into an individual voluntary arrangement, have a debt relief order or trust deed lodged against you or enter into any other form of analogous circumstances;
- you die;
- any of the confirmation statements in the relevant Account Schedule become false, inaccurate or misleading in any way; or
- you break the terms of your Agreement in any way (including, in particular, if you do anything in the paragraph above entitled "**Things you must not do**").

If any of the events listed above happen, you (or your estate) are responsible for cancelling all payments in and out of your Account and deleting the App from your phone.

If we need to restrict your Account for any reason, we will not be able to confirm how long such restrictions may be in place. However, we will endeavour to keep you updated via the App as and when necessary. We will not accept liability for any losses arising from any claim for stress and inconvenience as a result of restricting your Account.

On closure of your Account, if there are funds remaining in your Account, we will decide (at our sole discretion) to either: transfer these to a UK account in your name with another bank, send a cheque written out to you at the address in the UK that we hold for you at the time of closure, or in certain circumstances (for example, because we have been unable to return, or you have failed to withdraw the funds) distribute the funds to a charity of our choice.

If you want to close your Account but still owe us money, we may keep your Account open and seek to recover the money from you using our standard recovery procedures.

On closure of your last Account with us, your Agreement will terminate. However, certain paragraphs of your Agreement will remain in force given their nature and context.

### **Liability**

We accept liability where we act on a payment instruction and this is not received by your payee's bank (or a correspondent bank of your payee's bank), except where this is a result of your or your payee's bank's negligence (for example, if you included the wrong payee details).

We also accept liability for any losses you may suffer as a result of us not complying with our obligations under this Agreement, or as a result of our negligence or fraud.

We are not liable for any matters as far as the law permits except where we have accepted liability under the two paragraphs directly above. The matters for which we are not liable include the following:

- business losses incurred, including loss of profits, loss of business, business interruption or loss of business opportunity;
- losses incurred as a result of your inability to access the App;

- losses incurred as a result of you doing anything set out in the paragraph entitled “**Things you must not do**” above;
- losses incurred as a result of any failed payment (including any direct debit instruction, standing order payment or other recurring payment, such as a subscription payment) due to you not holding sufficient funds in the main part of your Account or the relevant Space (as applicable);
- losses incurred as a result of using a third-party app on your phone in connection with a feature or service we offer;
- losses incurred as a result of abnormal or unforeseeable circumstances outside our reasonable control, including delays or failures caused by problems with another system or network, data-processing failures, mechanical breakdown or industrial action;
- losses or costs incurred where a regulatory requirement means we must break your Agreement;
- losses incurred as a result of your negligence, fraud or breach of any of the terms of your Agreement; or
- losses incurred as a result of you sharing your information, Security Information or the App with any other person.

#### **Section 4: Overdrafts**

##### ***Overdraft Facility***

Subject to this Agreement, we may make an Overdraft Facility available to you.

We will confirm your Limit through the App. You may not exceed your Limit at any time. You will also be able to view your Limit using Online Banking.

If you go over your Limit, we will charge you interest for the amounts you have borrowed and require you to repay all amounts outstanding immediately. If you do not repay the amounts outstanding by the end of the same day, we will consider you to be in arrears.

##### ***Interest***

You will pay interest on your Overdraft Facility as further set out in the Rates, Fees and Charges Sheet applicable to your Account, as may be amended by us from time to time.

We will always give you at least two months’ written notice if we intend to increase the rate of interest payable on your Overdraft Facility.

Interest is calculated and payable by you in accordance with the Rates, Fees and Charges Sheet applicable to your Account.

##### ***Fees, Charges and Expenses***

We will not charge any additional fees, charges or expenses in relation to your Overdraft Facility under the terms of your Agreement with us, other than those included in the Rates, Fees and Charges Sheet applicable to your Account.

##### ***Your Rights***

If we agree to you having an Overdraft Facility with us, you have 14 days to cancel from the date it is provided if you change your mind. You can also ask us to reduce or remove your Limit at any time, but you will need to repay any overdrawn amount plus interest owed to us. If you do not cancel within the 14 days, the Overdraft Facility will continue until it is terminated by either one of us.

##### ***Our Rights & Repayment***

You will immediately repay any or all amounts drawn and outstanding under your Overdraft Facility, together with all interest which has accrued on your Overdraft Facility, on demand by us at any time.

All repayments of your Overdraft Facility must be made in £ Sterling in immediately available cleared funds from your Account.

As your Overdraft Facility is on demand, we may reduce your Limit or cancel your Overdraft Facility entirely at any time. We will let you know when this occurs but we cannot always provide advance notice of this to you.

Without prejudice to our other rights or remedies under your Agreement with us, we will cancel your Overdraft Facility and all amounts drawn under your Overdraft Facility will become due and payable immediately if you close your Account pursuant to the Current Account Switch Service (CASS).

##### ***Review***

Without prejudice to any of our other rights or remedies under your Agreement with us, we will review your Overdraft Facility and the terms on which we have offered you your Overdraft Facility on a regular basis.

## **Section 5: Using your Card**

### ***Your Starling Debit Card***

When you open an Account with us you will receive a debit card linked to that Account. You may also apply for other payment cards (which may be subject to additional terms and conditions). Your card(s) can be used by default at any Merchant to make purchases in-store, via the Internet, over the phone and through Digital Wallet(s). You can also use your card(s) to obtain cash through automated teller machines (ATMs) or by using the Post Office Counter Services (where this is available).

Your card(s) can be used to make transactions or withdraw cash from ATMs in currencies other than the currency your Account is denominated in. We will convert the amount of the foreign currency transaction into the Account's denominated currency on the same day the transaction is completed using the Mastercard exchange rate. You can find the Mastercard exchange rate on their website.

### ***Card Safety***

You are responsible for keeping your card(s) (or in the case of Digital Wallet(s), your phone or device) safe. This includes (but is not limited to) memorising the PIN, keeping the PIN secret, not disclosing the PIN to any person, having different PINs for different cards and choosing to use a Biometric Authentication system where available.

You must notify us immediately if your card is lost or stolen or if you suspect or become aware that any unauthorised or fraudulent transaction has been made (or is attempted to be made) using your card.

If we know or suspect that your card is at risk, we will contact you through the App or call you directly. We will never ask you to disclose your card PIN or any other payment security code. If we call you directly, you will be asked to confirm your identity.

### ***Suspending or Blocking your Card***

We may suspend or block a card for reasons related to: (i) the security of the card; (ii) the suspected unauthorised or fraudulent use of the card; or (iii) any legal or regulatory obligation or court order. We will inform you of this before doing so, or, if that is not possible, as soon as reasonably practicable afterwards, provided that this is legally permissible and does not compromise our security measures.

### ***Card Limits and Card Controls***

We may apply spending limits to a card from time to time at our sole discretion. Cash withdrawals from ATMs using your card are also subject to certain limits.

The default regulatory contactless limit will apply to each card you hold unless you set your own limit. We may also amend any card limit at any time, for example: if contactless payment limits are changed at a regulatory level or for security reasons we need to impose a new limit. We will try and give you notice of any changes to limits but there may be situations where we cannot do so.

You may choose to block gambling payments out of the Account. However, if we are unable to block any gambling payment for any reason, we will not be liable for this.

For more information about card limits and card controls, please check our website and the App.

### ***Payment Reversals or Chargebacks***

We will monitor the nature and number of any chargebacks requested in connection with purchases or transactions made using your card(s). If we consider in our reasonable opinion that the chargebacks being requested are false, we may close your Account immediately with or without notice to you.

### ***Our Liability***

In addition and subject to any limitation of liability provisions contained in the Agreement, we will not be liable to you for any loss or damage arising from: (i) a Merchant refusing to accept a card; (ii) us suspending or cancelling a card; (iii) us refusing to issue or replace a card; (iv) us not processing any payment transaction made using a card; (v) any restrictions or limitations we may place on a card from time to time; or (vi) any successful transactions which exceed the contactless limit you have set.

## **Section 6: General**

### ***Changing our Agreement***

We may need to make changes to your Agreement with us from time to time, this could include changes to our charges, interest rates, exchange rates, or other terms in this Agreement.

We will usually provide you with at least two months advance notice of any changes to this Agreement. We may immediately and without notice to you, make changes to: (i) our interest rates and/or exchange rates where such changes are more favourable to you; (ii) any terms in this Agreement related to certain non-regulated payment or banking services, including those for Digital Wallets; (iii) add new terms into this Agreement for new products, services or features as long as such new terms do not change the terms for any existing products, services or features; and (iv) this Agreement where permitted by law.

If you do not wish to accept any changes we may make, you can close your Account at any point before the new Agreement comes into force.

### ***Intellectual Property***

We own or licence all intellectual property rights in our brand and name, our software, the App and Online Banking and all related materials. No right (including intellectual property right) in these things will vest in you at any time.

### ***Set Off***

If you are in arrears or owe us any money for any reason, we may set off amounts you hold with us in any Account against the amounts you owe us. This means there will be less funds available for you in your Accounts. We will only exercise this right where we consider it is reasonable to do so and, where practicable, once we have given you notice in advance.

### ***Reimbursement of costs/expenses***

If we receive a court order or other such legal document from your legal representatives or from a third party relating to your Account, you will be required to pay the internal administration costs and/or expenses we reasonably incur to comply with that court order or legal document.

### ***Transfer of Rights***

If you lose any money (for example, as a result of fraud) which we choose to reimburse later, whether partly or in full, you agree to transfer to us any rights of recovery relating to those losses that you may have against a third party. You agree that we will decide which third party (or parties) we may seek to recover such losses from. You will not do anything which could impact our rights of recovery against any third parties under this paragraph or you may be responsible for any losses we have incurred or may incur as a result. You also agree to help us enforce any such rights of recovery we may have against a third party (for example, by providing any further information we may need).

### ***Miscellaneous***

If we do not insist that you perform your obligations under our Agreement, it does not mean you do not have to. If we choose not to exercise our rights immediately, this does not constitute a waiver of our rights and we may choose to do so at a later date.

Each term of your Agreement operates independently and if any such term is deemed to be unlawful or unenforceable, this will not affect any other term of your Agreement.

This Agreement (including each relevant Account Schedule and Rates, Fees and Charges Sheet) contains all the legally binding terms and conditions agreed between you and us regarding your Account.

Our Agreement is governed by English law and the English courts will have exclusive jurisdiction to settle any dispute (including non-contractual disputes) arising out of or in connection with your Agreement.

We may transfer any of our rights and obligations under your Agreement and in relation to your Account to another party (including any of our Affiliates). This will not affect your rights in relation to your Account in any way.

Unless permitted to do so under your Agreement or as agreed between us in writing, you may not transfer any of your rights or obligations in relation to your Account.

## **Section 7: Definitions**

**Account** means each account you have with us that we open and maintain for you;

**Account Schedule** means each separate account schedule containing terms specific to the relevant Account, but which forms part of our Agreement;

**Affiliates** means any group, parent, subsidiary or associated company of Starling Bank Limited;

**Agreement** means the agreement in place between us and you in respect of your Accounts, which comprises the General Part, each applicable Account Schedule and each applicable Rates, Fees and Charges Sheet;

**App** means the Starling Bank mobile application, as updated from time to time;

**Biometric Authentication** means the process by which the identity of an individual is verified using biometric data (for example, iris or fingerprint scanning or facial recognition);

**Business Current Account** means the business current account you have with us that we open and maintain for you, your other business account holders/owners and your Company;

**CHAPS** means the UK's Clearing House Automated Payment System;

**CHAPS Deadline** means the deadline for you to successfully request a CHAPS payment from us as set out on our website and in our App (as updated by us from time to time);

**Cheque Imaging** means the functionality in the App which allows you to electronically upload an image (and other requested information as necessary) of a physical £ Sterling cheque from another UK bank or building society to your Account;

**Company** means, in respect of a Business Current Account, the legal entity in whose name the Business Current Account has been opened;

**Deadline** means the deadline for you to successfully upload a cheque image to us as set out on our website and in our App (as updated by us from time to time);

**Digital Wallet(s)** means mobile payment applications which allow you to make payments with your card(s) using your mobile device (subject to and in accordance with the relevant Digital Wallet terms of use);

**Faster Payments** means payments made under the Faster Payments Scheme, operated by Pay.UK;

**General Part** means this General Part, which is applicable to all current accounts opened and maintained by us for you;

**Including/including** means "including but not limited to" and will not limit the generality of the preceding or following words;

**International Payment** means a payment through the International Payments page in the App or, in certain circumstances, through our customer services team to an account outside the UK denominated in a currency other than that of your Account;

**Limit** means, in respect of any Overdraft Facility we may offer you, the maximum amount you may borrow under that Overdraft Facility;

**Merchant** means any retailer, or any other person, firm or company that accepts cards which display the Mastercard symbol;

**Online Banking** means our online service allowing you to access your Account(s) via an Internet browser. This does not include the App;

**Overdraft Facility** means an unsecured and uncommitted £ Sterling overdraft facility, which is subject to a Limit;

**Paid For Service** has the meaning set out in each relevant Account Schedule;

**Privacy Notice** means our Privacy Notice as updated from time to time;

**Rates, Fees and Charges Sheet** means the separate document which sets out the rates, fees and charges applicable to your Account;

**Security Information** means the information we request from you (including through the App or when we open your Account) to ensure your Account and your use of the App remain secure;

**Spaces** means the separate section within the App and Online Banking, in which you may hold funds separately to those funds in the main part of your Account (and “**Space**” means each one of them);

**Third Party Provider** means an entity other than us (i) to which you have granted consent to access your Account and/or authorised to make payments from your Account on your behalf; and (ii) which is authorised by the Financial Conduct Authority as an Account Information Service Provider or a Payment Initiation Service Provider.