



**Royal Bank
of Scotland**

Bankline Mobile Terms

Introduction

These terms apply to the Bankline Mobile Banking Service (“Bankline Mobile” or “the Service”) and form part of the agreement between the Customer and each User of Bankline Mobile (“you”) and us, the Royal Bank of Scotland Plc. These terms are supplemental to your Business Account Terms and Bankline Terms (available on the Bankline website – Click on the tab called ‘Legal Info’).

1. Your Information

- 1.1 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest Group companies and third parties.
- 1.2 For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice www.rbs.co.uk/privacy.
- 1.3 We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.
- 1.4 In respect of any personal information relating to a third party that you provide to us, you must: notify the third party that you are providing their personal information to us and obtain their permission; provide the third party with a copy of our Privacy Notice and these Terms; promptly notify the third party of any changes to our Privacy Notice that we notify you of; and ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 1.5 Your information may be shared with and used by other NatWest Group companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.

- 1.6 We will not share your information with anyone outside RBS except:
- a) Where we have your permission;
 - b) Where required for your product or service;
 - c) Where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - d) With other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - e) With third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub- contractors acting on our behalf, such as the companies which print our account statements;
 - f) With other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
 - g) With debt collection agencies;
 - h) With credit reference and fraud prevention agencies;
 - i) With third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - j) Where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
 - k) In anonymised form as part of statistics or other aggregated data shared with third parties; or
 - l) Where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 1.7 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 1.8 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 1.9 RBS will not share your information with third parties for their own marketing purposes without your permission.
- 1.10 We may transfer your information to organisations in other countries (including to other NatWest Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to. If you have any questions about these Terms, please contact the Bankline Helpdesk on 0345 300 4108. If there is any inconsistency between these Terms and the Business Account and Bankline Terms, these Terms will prevail.

2. Our Details

We are The Royal Bank of Scotland PLC (“us”, “we” or “RBS”) part of the NatWest Group of companies (the “NatWest Group”). We are a public company incorporated in Scotland (Company number SC083026) and have our registered office at 36 St Andrews Square, Edinburgh, EH2 2YB.

3. The Service

- 3.1 You will only be able to access Bankline Mobile if you already have access to Bankline online. In order to access the App you must have the Bankline Mobile access permission set by your Bankline Administrator. Further details on how to register and use Bankline Mobile are available on the RBS public site.
- 3.2 The services offered to you via Bankline Mobile may vary depending on the type of handset you are using and the privileges and permissions that have been assigned to you by your Bankline administrator. The Bankline Mobile App will provide a subset of the online functionality and will be added to over time. You are responsible for ensuring that your device is capable of operating the Bankline Mobile App (which we will update from time to time). We can’t guarantee that we will continue to support the operating system used by your device. We may block older versions of the app to help protect your security.
- 3.3 Mobile optimized login. You will be able to set up a 6 digit keycode and on phone biometrics, the keycode should differ to the device passcode. You will ensure the phones used must not have the device limitations removed and you must not gain root access to the device (commonly referred to as jail breaking and rooting respectively).

4. Availability of Service

- 4.1 While we will make reasonable efforts to provide Bankline Mobile available, we will not be liable for any failure to provide Bankline Mobile, in part or full, for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.
- 4.2 The Service will operate in accordance with the description provided on the Bankline Mobile App and we will use a standard of care of a reasonable Bank in providing the Service to you.

5. Security Procedure

- 5.1 You must keep your security details safe and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 5.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person. We use proprietary device capabilities meaning all registered fingerprints on the phone will be able to access the app. It is recommended the phone only has the users fingerprints registered.
- 5.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf), with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.

- 5.4 If you suspect that anyone knows your security details, please reregister the app and contact us immediately using the number in section 5.8 below.
- 5.5 You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure until you exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave your mobile phone unattended while you are still logged onto the Service.
- 5.6 You are responsible for making sure information either shown or stored on your mobile phone is kept secure.
- 5.7 You must delete the App from your device if you change your device or dispose of it.
- 5.8 If your device is lost or stolen you must contact us as soon as possible by calling 0345 300 4108 (or +44 1268 502 128 from outside the UK).

6. Charges

- 6.1 There is no additional charge for Bankline Mobile – All transactions will be billed in line with your Bankline tariff. PLEASE NOTE: your mobile phone network operator may charge you when using Bankline Mobile and these charges may vary if you use your device to access the Bankline Mobile when abroad.

7. Our Liability

- 7.1 We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. The Liability terms and conditions set out in your Bankline Terms will apply to your use of Bankline Mobile.

8. Variation/Termination of Service

- 8.1 There is no minimum contract period and you are free to cancel Bankline Mobile at any time by simply uninstalling the App.
- 8.2 You acknowledge that it is your responsibility to delete the mobile banking application from your mobile phone if you change your mobile phone or dispose of it.
- 8.3 We may suspend, withdraw or restrict the use of the Service or any part of the Service where:
 - a) We have reasonable grounds to suspect that your Security Details have not been kept safe; or
 - b) We have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
 - c) We consider it appropriate for your protection.
- 8.4 If we have a valid reason for doing so, we may change the terms of our agreement with you by notifying you in writing not less than 60 days before the change comes into effect.
- 8.5 We may introduce new charges on your account or change the amount of any charges which already apply to your account by notifying you in writing not less than 60 days before the change comes into effect.

9. Licence for RBS Bankline Mobile (The “License”)

9.1 We hereby grant to you a non-assignable, non-transferable, non-exclusive License to use the Bankline Mobile application (the “Application”) (which shall include future updates made available to you from time to time provided you understand such updates may be subject to additional terms notified to you at the time such update is made available) subject to the following obligations and/or restrictions:

- a) Each User may only use the Application on one single registered mobile phone belonging to you or under your control.
- b) You may only use the Application for the purpose of receiving the Service and for no other purpose whatsoever;
- c) The Application is licensed only to you and you shall not assign, sub-license or grant any rights of use or any other rights in respect of the Application to any other person;
- d) You shall not copy or reproduce in any way the whole or any part of the Application;
- e) You shall not alter, modify or adapt the whole or any part of the Application;
- f) You shall not remove or tamper with any copyright notice attached to or contained within the Application and you acknowledge and agree that as between us and you all ownership in the Application remains with us;
- g) On any termination of the Service all rights granted to you in respect of the Application shall immediately cease.

10. Termination

10.1 The License shall commence when you install the Application and shall continue until terminated in accordance with the following clause or otherwise in accordance with the License.

10.2 The License will terminate automatically if you cancel the Service and/or uninstall the Application, or fail to comply with any term or condition of the License.

10.3 Upon termination of the License for any reason whatsoever you must uninstall the Application and destroy all copies of the Application including all components of it in your possession.

11. Law and Jurisdiction

11.1 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and this License will be governed by Scottish law if your address is in Scotland or English law if you live elsewhere and the English courts shall have non-exclusive jurisdiction to settle any dispute arising out of this Licence (unless your address is in Scotland, in which case the courts of Scotland shall have non-exclusive jurisdiction).

12. Acceptance

12.1 You will be deemed to have accepted these Terms by installing the Application on any mobile phone