

# Terms and conditions

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## Terms and conditions of use for the Business Mobile Banking Service

Effective from February 2021

Please read these terms and conditions carefully.

They're also available on our website and our Mobile Banking app.

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## 1. About this agreement

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- 1.1 These terms and conditions apply to the use of our Business Mobile Banking services available on the app. Unless we tell you otherwise, they do not apply to the specific accounts and therefore should be read along with the terms and conditions provided for each of your Business Current Accounts and Business Savings Accounts. If we do tell you that any of these terms apply to an account, and there is an inconsistency between your account, Business Current Accounts and Business Savings Accounts terms and conditions and those in this agreement, these terms will apply.

### **What do we mean by Mobile Banking?**

Business Mobile Banking enables you to use and manage most of your Business accounts held with us. You can access Business Mobile Banking from your mobile device further to downloading from the relevant app store.

- 1.2 In this agreement:
- (a) the 'bank', 'we', 'us' or 'our' are The Co-operative Bank p.l.c., PO Box 101, 1 Balloon Street, Manchester M60 4EP; and
  - (b) 'you' are:
    - (i) the business whose name the account is in which may be a sole trader, partnership, limited or unlimited company or unincorporated association;
    - (ii) depending on the context, may also mean each individual who is authorised to operate the account for the business.
- 1.3 Please also read our Privacy and Cookie Policy page on our website, where you will find details on how we use 'cookies' and the information you provide to us.
- 1.4 We may change the version of the operating system Business Mobile Banking works with at any time. Some features may not be available on all platforms or operating systems – visit our website for more information.
- 1.5 You may be charged by your service provider for internet access on your mobile device.

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## 2. How we will contact you

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- 2.1 We can communicate with you in any manner that is personal to you. This may include email, SMS, a in-app notifications or any other appropriate messaging service.
- 2.2 You must tell us if your name or contact details change. If you don't tell us, we won't be responsible if we can't contact you or we use out of date contact details to send you information.
- 2.3 We'll only contact you for marketing purposes if you have given your consent for us to do so.
- 2.4 Certain functionality (such as ATM finder) will need to access information on your device to work. By using such functionality, you consent to the app accessing your device and information. If we can, we will ask you before the Mobile Banking app accesses your device or information.

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## 3. Security

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### **What do we mean by security details?**

These are personalised details you must use to give an instruction, confirm your identity or to access any payment device (for example a password, security token, Passcode or, if available, biometric data such as a fingerprint).

- 3.1 You must use the contact details provided to report an unauthorised payment or possible loss, theft or unauthorised use of a payment device or security details, or to contact us for any other reason.

### **What do we mean by payment device?**

This means a card or other device you can use to make payments or access your account.

- 3.2 Keep your security details safe by not writing them down in a way that could be understood by someone else and take care when using them so that they are not seen or heard by anyone else.
- 3.3 You must act reasonably to prevent misuse of the Business Mobile Banking service, by following the guidance we give you about keeping your security details and mobile device secure. If you don't, we may block your use of Business Mobile Banking to protect you and us from unauthorised use of the services, including access to your accounts. We'll also do all we reasonably can to prevent unauthorised access to your account through Business Mobile Banking.

Please read the information in the section headed 'Keeping your Business Mobile Banking secure' at the end of these terms.

### **What if you're using a service provided by a third party provider (TPP)?**

#### **A TPP is a third party you can use to:**

- Give you consolidated information on payment accounts held by you with us and other banks; or
- initiate payments on your behalf, on your Business Mobile Banking payment accounts.
- TPPs must be authorised or registered with either the Financial Conduct Authority (FCA) or an EEA regulator to provide these services.
- An EEA regulator is a regulator in a member state of the European Union, Iceland, Liechtenstein or Norway.
- You can instruct a TPP to access information on your account and make payments from your account; a TPP may need your security details to provide these services, we will treat any instructions from a TPP as if they are from you.
- You should check from the information it gives you that the TPP you are thinking of using is authorised.

We'll have to assume it's you authorising us to give access to information about your accounts if you give your security details to an unauthorised third party, and you'll be responsible for any payments made as a result. We'll block access to your account if we are aware that an unauthorised third party is using your security details.

- 3.4 We never ask you to disclose your security details in full. If anyone, other than authorised TPPs, asks for full security details, they are likely to be fraudulent and you must not supply the details (even if the person asking is using our name and logo and appears to be genuine). You should also report any such requests to us immediately.
- (a) We may deny TPPs access to your account where we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable to do so, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances but will not tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so.
- (b) You must always tell us about unauthorised or incorrect payments even where you use a TPP.

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## **4 Accessing Business Mobile Banking**

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Note: Not all Business Mobile Banking services are available 24 hours a day, 7 days a week.

- 4.1 You can usually use Business Mobile Banking at all times but occasionally repairs, updates and maintenance on our systems means that some or all of the services aren't available or may be temporarily slow. When this happens you will still have use of your accounts and other services we provide by calling us or visiting a branch.
- 4.2 We may immediately (either temporarily or permanently) suspend, restrict or stop your use of Business Mobile Banking if we reasonably think this is necessary because, for example:
- (a) you seriously or repeatedly break this agreement or the conditions of your account;
  - (b) access to any of your accounts is blocked or suspended in accordance with the Business Current and Savings accounts terms and conditions;
  - (c) the security of your account or Business Mobile Banking is at risk;
  - (d) we suspect unauthorised or fraudulent use of your security details if a device is used that we do not recognise or is used in an unusual way;
  - (e) to comply with any legal or regulatory requirement;
  - (f) if we believe there is a significantly increased risk that you may be unable to pay any money you owe us on any of your accounts (for example you have gone over a formal overdraft limit); or
  - (g) we are prevented from providing the Business Mobile Banking service for any reason beyond our reasonable control.

**For example:**

The security of your account Business Mobile Banking may be at risk if you have not updated the Business Mobile Banking app to the latest version release, or we may suspect unauthorised use if the wrong security details are entered.

- 4.3 We may also suspend your use of Business Mobile Banking if you haven't logged in to Business Online Banking for 396 days or more so as to limit the risk of fraudulent activity. If we do this, you can contact us to reactive both services.
- 4.4 If we suspend, restrict or block your access, we'll let you know why as soon as we reasonably can, unless the law or any regulation prevents us from doing so or we believe doing so would compromise security measures. We may do this by displaying a message the next time you try to log on or perform an action on your account.
- 4.5 There might be some countries where some or all of the Business Mobile Banking app will not work. If you need to access your account while abroad and are unable to access Online Banking, please contact us. Remember, your mobile phone network provider may charge you if you use mobile data to access our Business Online and Mobile Banking services when abroad.

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**5. Liability for losses**

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- 5.1 It is your responsibility to use the Mobile Banking app in an appropriate manner.
- 5.2 Subject to any limitation on your liability for unauthorised transactions, we will not be liable if we break this agreement due (directly or indirectly) to:
  - (a) Unforeseen circumstances outside our (or our agents' and/or subcontractors') control, the consequences of which would have been unavoidable despite all efforts to the contrary. This may include the failure of data processing system or transmission link.
  - (b) We will not be liable to you for any loss of business, loss of goodwill, loss of opportunity or loss of profit in any circumstances, or for any loss we could not have reasonably anticipated when you give us instructions.
- 5.3 We won't be responsible for any losses you may suffer because:
  - (a) You can't access the app for any reason or it's slow. Although we will take reasonable care to ensure that services are available in line with this agreement, if the app is unavailable due to planned or unplanned maintenance, please use Online Banking or contact us;
  - (b) Any device, hardware or software you use with the app is damaged or corrupted or doesn't work;
  - (c) The app doesn't work as you expect, doesn't meet your requirements or contains errors or defects or we don't correct these;
  - (d) We're prevented from providing any service in part or in full because of something a third party does;
  - (e) You do not update the app when prompted;
  - (f) You solely rely on the Business Mobile Banking and
  - (g) Any other reason beyond our control.
- 5.4 Nothing in this clause will stop us being liable if we are at fault and the law, or any relevant regulation, does not permit us to limit or exclude liability.

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**6. Changes to these conditions**

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**Changes we ask you to agree to**

- 6.1 We may make changes to the Business Mobile Banking service or the terms and conditions, which we'll ask you to agree to through Business Mobile Banking from time to time, for the reasons set out in the Business Current Accounts and Business Savings Accounts Terms and Conditions.

**Changes we can make unilaterally**

- 6.2 We can also change any of these terms and conditions, including introducing or changing charges, provided we give you at least two months' personal notice in advance.
- 6.3 If we're making a change that will benefit you, we don't need to give you a reason for making that change.
- 6.4 We can make a change for any reason set out below:
  - (a) a change in legal or regulatory requirements;
  - (b) to reflect changes in the additional services available to you;

- (c) to do something that is positive for you;
- (d) a change in the costs of providing Business Mobile Banking; or
- (e) any other change that affects us, if it is fair to pass the impact of the change on to you.

- 6.5 We may also make changes for any other reason that we cannot anticipate at the outset.
- 6.6 If we do make a change, the change we make will be a reasonable and proportionate response to a change that is affecting us, or we reasonably think will affect us.
- 6.7 The new terms will apply automatically at the end of the notice period, but if you do not want to agree to the change, you can stop using the Business Mobile Banking service and delete the app without paying any extra charges or interest, at any time until the change takes effect. If you continue using Business Mobile Banking after this, we'll assume you've accepted the change.

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## **7. Ending this agreement**

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- 7.1 This agreement does not have a fixed or minimum duration so will continue until either you or we end it.
- 7.2 You are free to cancel the Business Mobile Banking service at any time. You can do this by contacting us on +44(0)3457 213 213\*.
- 7.3 We can end your use of the Business Mobile Banking service at any time but will give you at least two months' notice unless there are serious circumstances (e.g. fraud investigation or where you seriously or repeatedly break your agreement with us) which in our reasonable opinion justify us ending your use of the Business Mobile Banking service with less notice.
- 7.4 It is your responsibility to remove the Mobile Banking app from your mobile device if you change your mobile device or dispose of it.
- 7.5 Should you close your account(s) the app will no longer display your account information.

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## **8. Transferring our rights under this agreement to others**

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- 8.1 We may transfer our rights or responsibilities (or both) under this agreement to any person if:
  - (a) that other person is authorised to hold your money and writes to you agreeing to carry out all our responsibilities and obligations under this agreement. If it does so, you agree that we'll be released from all those responsibilities and obligations; and
  - (b) we reasonably believe the person can carry out our responsibilities instead of us.
- 8.2 You may not transfer any of your rights or responsibilities under this agreement to any person.
- 8.3 A person who is not a party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce its terms. This means that only you have the right to enforce this agreement.
- 8.4 If at any time we decide not to exercise our rights under this agreement (for example, we may allow you more time to pay what you owe), this does not mean we have given up our right to do so in the future.

### **Keeping your Business Mobile Banking secure**

Our terms and conditions require you to take reasonable security precautions to keep your account safe when using Business Mobile Banking. Reasonable security precautions can include, but are not limited to, steps such as:

- protecting your device by using Biometrics, or Passcode to lock and unlock the keypad;
- not choosing a passcode or other security details which may be easy to guess, such as your date of birth;
- never sharing account and security information in full, and not allowing or making it possible for another person (including any additional signatories, authorised users or additional online banking users) to access your account, using your login details. You must exercise all due care and diligence when allowing an authorised TPP access to your account;
- not removing the restrictions imposed by the mobile provider e.g. jailbreaking;
- ensuring any information shown or stored on your device is kept secure;
- complying with all reasonable instructions we issue about keeping your device safe;
- not leaving your device unattended while you are still logged onto the Business Mobile Banking service app;
- buying and keeping updated anti-virus, firewall and any other security software;
- not accessing your account from a device using public WiFi unless you know it is secure;

- taking care when logging out – for example we recommend that you log off securely by using the exit link on screen and, if you are disconnected during a Business Mobile Banking session, that you log back in and then log off correctly; and
- not opening emails or texts from unknown sources.

**Licence for The Co-operative Bank Business Mobile Banking Application (the 'Licence')**  
**This applies to the Mobile Banking app only.**

1. We grant to you a non-exclusive Licence to use The Co-operative Bank Business Mobile Banking app. This includes any updates we make available to you from time to time, though such updates may be subject to additional terms notified to you at the time. At no time are we licensing you to use The Co-operative Bank name or logo.
2. The Licence is subject to the following obligations and restrictions:
  - (a) You must not download the Mobile Banking app from anywhere other than a store approved by us or install or use it on a jail-broken or rooted device.
  - (b) You can only use Mobile Banking on mobile devices which belong to you, or your business are under your control, which are registered in the British Isles. You'll need to register separately each additional or replacement mobile device.
  - (c) You can only use the Mobile Banking app for receiving the Mobile Banking service and you must not attempt to derive income from the use or provision of Mobile Banking whether for direct commercial or monetary gain or otherwise.
  - (d) You must not use Mobile Banking in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code into the Mobile Banking app or your mobile devices operating system.
  - (e) The Mobile Banking app is provided 'as is' with no warranty, guarantee or representation as to its functionality.

We (not your mobile device or app store provider or any of our licensors) shall be responsible for addressing any claims you or a third party may have in relation to the app, and no one else will have liability in relation to the app. If you have any complaints in relation to the Mobile Banking service or this app, please contact us on +44(0)3457 213 213\*

  - (f) The Mobile Banking app is licensed by us to you only and you shall not assign, sub-licence or grant any rights in respect of the app to any other person.
  - (g) You must not copy or reproduce in any way the Mobile Banking app or any part of it.
  - (h) You must not change or modify the app (or any part of it) in any way.
  - (i) You must not remove or tamper with any copyright notice attached to or contained within the app. All responsibility (including maintenance and support), content and ownership in the app remains with us.
  - (j) You are not located in a country that is subject to a US embargo or that has been designated as a 'terrorist supporting' country and not listed on any US government list of prohibited or restricted parties.
  - (k) When using the Mobile Banking app, you will comply with the terms and conditions applicable to the use of your mobile device and your data or network provider.
  - (l) This Licence and all rights granted to you relating to the Mobile Banking app will end immediately on termination of the Mobile Banking service.
  - (m) You must not use Mobile Banking in a way that could damage, disable, overburden, impair or compromise Mobile Banking, Co-operative Bank systems or security or interfere with other users.
  - (n) You must not collect or harvest any information or data from Mobile Banking or our systems or attempt to decipher any transmissions to or from the servers running Mobile Banking.
3. The Mobile Banking app may utilise or include third party software and copyrighted material or may be subject to third party or other open source licence.
4. This Licence will come into effect when you accept it or when you install the Mobile Banking app (whichever is first), and will continue until terminated.
5. The Licence will terminate automatically if we end your use of the Mobile Banking service in accordance with clause 6, if you cancel the Mobile Banking service and/or uninstall the Mobile Banking app, or fail to comply with any term or condition of the Licence.
6. Upon termination of the Licence, you must uninstall the Mobile Banking app and destroy all copies of it (including all components) in your possession.
7. We'll assume that you have accepted the terms of the Licence by installing the Mobile Banking app on any mobile device. The terms of the Licence are also for the benefit of The Co-operative Bank's licensors and suppliers (including your mobile device provider) who may also enforce the terms of this Licence.
8. The terms of this Licence and all our dealings with you in respect of it will be governed by the law of England and Wales. In all other respects the law which governs our agreement will be that set out in the terms and conditions for each of the accounts you hold with us.
9. Any dispute which arises in relation to this Licence shall be dealt with by any court in the UK, Isle of Man and Channel Islands which is able to hear the case.

**Please call +44(0)3457 213 213\* if you would like to receive this information in an alternative format such as large print, audio or Braille.**

The Co-operative Bank p.l.c. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No: 121885). Registered office: 1 Balloon Street, Manchester, M4 4BE. Registered in England and Wales (Company No: 990937).

\*Calls to 03 numbers cost up to 16p per minute. Charges for calls made outside of the UK will be determined by your local provider. Calls may be monitored or recorded for security and training purposes.

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