

NOTICE OF VARIATION

Important information about changes to the terms and conditions that apply to your M&S Bank Credit Card

IMPORTANT INFORMATION ABOUT CHANGES TO THE TERMS AND CONDITIONS THAT APPLY TO YOUR CREDIT CARD

To cater for new technologies, which you have used to register a card with an e-wallet or on a mobile phone, tablet computer, smart watch or similar device (we refer to all these as a "device") to make payments, we need to make certain changes to your credit card terms and conditions with us ("your agreement").

This document explains the changes that will be made to your agreement. The changes set out in this notice take effect upon you successfully registering your card on a device to be used for making payments. If you are not happy with any of these changes, you can delete your M&S Bank card from your device and continue to use other means of payment which are covered by your existing agreement. Do not use a device to make a payment until you have carefully read these terms and are happy with them.

The terms and conditions of your agreement that deal with the following areas will be changed as set out below:

DEFINITIONS

The definition of a "Card" will be changed so that meaning also covers the digital version of each card which is issued by us or on our behalf and which you store in a device where the context would be appropriate.

The definition of a "PIN" will additionally cover any personal identification number, including one associated with an e-wallet or a device that a Card is registered with.

USING YOUR ACCOUNT

In addition to the ways in which your agreement sets out how you can currently authorise payments, your agreement will also be changed to cover authorisation of payments using a device or an e-wallet as set out below.

Where you register your Card with an e-wallet or on a device, a digital version of your Card will be created and securely stored in the e-wallet or on the device. You authorise a payment using the e-wallet or the device by following the steps associated with that e-wallet or device. This could be by using a different PIN or device passcode, or providing other biometric data (such as fingerprint). For some devices, you authorise payments in retailer premises by holding a device close to a card terminal and entering the required security details into the device or on the card terminal. You may also be able to set up linked devices (such as a mobile phone and a smart watch) to activate an active payments period when a simplified authorisation procedure may be allowed.

If you have stored more than one card in an e-wallet or on a device, it is likely that you will nominate a default card. This will be the card from which payments will be authorised unless you actively select a different card to pay with.

Finally, we will make a small change to make it clear that the reference to the "Card expiry date" will refer to the expiry date on your plastic card or to an expiry date associated with a digital version of your Card (which may be different).

AUTHORISATIONS

We already have rights to restrict or refuse your use of Cards under your existing terms and conditions. These rights will be extended to Cards you register with e-wallets and on devices.

In addition to those rights, we will also have the right to suspend or restrict the use of a Card registered with an e-wallet or on a device if the particular e-wallet or technology platform enabling you to register your Card on a device:

- is no longer available to our customers; or
- has been notified that your device has been lost or stolen or your e-wallet has been compromised and they take steps to suspend registered Cards.

We will extend the provision which sets out our right to refuse payment when you do not use your PIN where a chip and PIN Card is used, to cover circumstances where you are using any type of Card and you fail to provide any security details or authorisation procedures that are required for the particular transaction you are making with that retailer. In addition, some retailers will only accept certain types of (contactless) payments up to a certain value. You may not therefore be able to use a Card registered on a device to make certain payments.

PROTECTING THE CARD

We will make the following changes to your agreement.

You are permitted to provide Card details or security details as part of the registration of a Card with an e-wallet or on a device. However, before you do so, you are required to make reasonable checks that the e-wallet or technology platform is a recognised and secure service that will not compromise your security details.

You already have obligations in your agreement to protect your Card Security Details from being misused or being used to commit fraud. These will be expanded to cover security details or procedures associated with an e-wallet or device upon which a Card is registered (eg a different PIN or device passcode or other biometric data, such as your fingerprint). In particular:

- you must not tell anyone else your security details relating to an e-wallet or device on which a Card is registered (for example, sharing your device passcode with family members who use your device); and
- you must ensure that you do not store anyone else's fingerprint within a device.

If you have already set up a device with a device passcode or fingerprint access, you must review this and ensure that you change any device passcode that can easily be guessed or that you have already shared with anyone else and you must delete any fingerprint access that is not your own. Also, you must not activate a payment session on any linked devices if someone else is using it. You must already notify us if your Card is lost, stolen or liable to be misused for any reason. This will be extended to require you to notify us if your e-wallet is compromised or a device upon which your Card is registered is lost or stolen, or if you believe someone else has used it or has discovered your security details.

You must also delete your Cards from a device before you:

- dispose of your device by, for example, selling or giving it to someone else; or
- pass your device temporarily to someone else, for example, for it to be repaired.

MISUSE OF THE CARD

Your agreement will be changed to make it clear that consenting to another person using your device on which a Card is registered, by allowing them to know a device passcode or by registering their fingerprint in your device, will be treated as you consenting to them having Card or Card Security Details. This may mean that we may not be liable to refund you for unauthorised transactions where those details are used to authorise a payment by others.

RESTRICTING CARD USE AND ENDING THIS AGREEMENT

We will make it clear that if the account relating to a Card registered with an e-wallet or on a device is closed you must delete the card from the e-wallet or from your device.

GENERAL

Under your existing agreement, we are not liable to you for any loss due to any failure or delay in providing our service caused by causes beyond our control. This will include if the problem is caused by the e-wallet or technology platform on which you have registered your Card, including if it is not available, unless this is as a result of something that we have done. This is because M&S Bank does not control these e-wallets or technology platforms.

Please call 0345 900 0900 if you would like to receive this information in an alternative format such as large print, Braille or audio.

Calls may be recorded for security, training and monitoring purposes. 03 numbers are charged at the same rate as a standard 01 or 02 landline number, even when calling from a mobile. Calls to 03 numbers will normally be part of any inclusive minutes provided with phone packages. You should check this with your service provider.

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