

DEBIT CARD

Summary of Terms

Applicable to e-wallets or cards registered on devices

As you are registering your debit card in an e-wallet on your phone or other device, these additional terms will apply to you as well as the terms in your current account agreement. If there is a conflict between these terms and those in your current account agreement, the current account agreement will apply. You should also read our Privacy Notice as that explains how we'll use your information. You can find it by visiting marksandspencer.com/bank.

If the provider of your e-wallet has terms and conditions, they will also apply to your use of the e-wallet and your relationship with the e-wallet provider. They do not apply to your relationship with us.

PROTECTING YOUR ACCOUNT

If you have already set up security details on your device (e.g. passwords, passcodes, fingerprints or other biometric identification methods), you must change them if they could be easily guessed or if you have already shared them with anyone else.

It is sometimes possible to activate devices to make payments by linking them to another device where your card details are already registered. We will treat any device as your device if you have either:

- actively paired it with another device or e-wallet which has been registered to store your card details or is enabled to make payments; or
- linked it to the device on which you have downloaded the M&S Banking App.

This means the consequences of failing to keep linked devices safe will be the same as for all other card details and security details (for example, we may not be responsible to refund you for unauthorised payments where you consent to them being used by others).

If you allow another person to register their fingerprint in your device we will treat this as you failing to keep your card and security details safe.

If the account relating to a card stored on a device or within an e-wallet is closed, you must delete the card from your devices and your e-wallets.

SUSPENSION OF PAYMENT DEVICES

There are reasons why we sometimes need to restrict or block your use of a payment device. These are covered in your current account terms. There are a couple of additional reasons that apply to the use of a card which you have registered on a device or with an e-wallet. These are where:

- the service is not available anymore; or
- you have told the e-wallet provider, the device manufacturer or a mobile network provider that your device is lost or stolen and they take steps to block the cards which you have registered in an e-wallet or on a device.

USING A CARD REGISTERED ON A DEVICE OR WITHIN AN E-WALLET TO MAKE PAYMENTS

You can authorise a card payment using a card stored on a device or in an e-wallet by following the procedures which the device manufacturer or e-wallet provider have told you to follow. Your e-wallet provider will be able to provide more information about those procedures.

If you have stored more than one card on a device or in an e-wallet, you may be required to choose a default card. When you authorise a payment, it will relate to your default card unless you actively choose a different card.

OUR RESPONSIBILITIES WHEN THINGS GO WRONG

The terms and conditions relating to your current account set out who is responsible when something goes wrong with a payment. We won't be responsible if you are unable to use a device, an e-wallet or any of your cards stored on a device or within an e-wallet unless this is as a result of something we have done. This is because these services are not provided by M&S Bank and we do not control the platform, e-wallet or device.

We are not responsible for e-wallets provided by someone other than us. We are also not responsible for:

- any equipment, software or user documentation which someone other than us produces for use with your e-wallet; and
- any service which we do not control.