

# M&S BANKING APP

## Terms and conditions

### 1. WHAT DO THESE TERMS COVER?

These terms apply to the M&S Banking App ("App"). Anything you do that relates to your M&S account(s), like making payments or viewing your account, is covered by the terms and conditions for the account(s) you hold with us ("Account Terms"). If there is a conflict between these terms and the Account Terms, these terms will apply. By using this App, you agree to these terms.

In these terms:

- "We" means M&S Bank.
- "You" means the customer who has registered for the App.

The App allows you to access and manage your account(s) through your mobile device. To use the App you will need to register for Internet Banking and have an account with us.

Some features of the App may not be available depending on your mobile device or operating system.

### 2. IS THERE A CHARGE FOR USING THE APP?

We do not charge you for using the App but your network operator may charge you for using the internet.

### 3. WHEN WILL THE APP BE AVAILABLE?

3.1 We will take reasonable steps to make the App and the services we provide through it available at all times. However, you may not be able to use it, or the services we provide through it (in part or in full), when we're making changes to our systems or for other technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services for any reason). We will not be liable to you if any of these things happen.

3.2 You may not be able to use the App if your mobile device or network fails. The App may also not be available if you do not keep it updated. We will not be liable to you if any of these things happen.

### 4. SECURITY AND USE OF THE APP

#### 4.1 What must you do?

You must:

- take all reasonable precautions to keep the App secure and prevent unauthorised or fraudulent use of your account(s) (for example, you should ensure that no one else can access the App); and
- tell us immediately if you think someone else can access the App (for example, if you lose your mobile device or someone else knows your security details).

#### 4.2 What will we do?

We will do all we reasonably can to keep the App secure, such as by providing software and security updates to the App, but we are not responsible for your use of the App. The Account Terms cover liability for unauthorised transactions.

### 4.3 When can we restrict use of the App?

We may restrict access to your account through the App or cancel this agreement immediately at any time if we reasonably think this is necessary, for example, for one of these reasons:

- We suspect fraudulent or unauthorised use of the App or that your mobile device is not secure or contains, or is vulnerable to, viruses or malicious software.
- We have to comply with any legal or regulatory requirement.
- You seriously or repeatedly breach any of these terms.
- The manufacturer of your mobile device or operating system withdraws the App or we stop supporting it.
- Your Account Terms or registration for Internet Banking end.

We will if possible tell you before we do this and why. We may not always be able to contact you, for example because of legal or regulatory restrictions.

### 5. WHAT IS OUR LIABILITY TO YOU?

- We provide the App "as is" and we do not give you any guarantee as to how you may use it or what it will allow you to do.
- We will use reasonable skill and care to ensure that the App is safe and secure and does not contain viruses or other damaging property, for example by incorporating security features into the App; however, we can't guarantee that this will be the case or that no damage will occur to your mobile device or other digital content. If we fail to comply with this and you suffer loss and/or damage to your device, digital content and/or equipment used in connection with the device, we will be liable.
- If you use the App outside the UK we will not be liable to you if this does not comply with any local laws.

### 6. STOPPING USE OF THE APP

- You can delete the App at any time. If you no longer wish to be registered for mobile banking, you need to deactivate it in the App or contact us.
- As well as our rights to restrict use of the App, we may also end this agreement by giving you at least 30 days' notice.

### 7. WHEN AND HOW WE CAN MAKE CHANGES

- From time to time we may make changes to the services we provide through the App, these terms and/or the App itself (for example, updates to the App). If these changes impose any additional obligations on you, we will tell you before we make the change, otherwise we will tell you after we make the change. You can delete or deactivate the App at any time if you don't want to accept the change.

7.2 Depending on the update, you may not be able to use the App until you have downloaded the latest version and agreed to any new information. We will let you know through your mobile device if there is a new version of the App.

## 8. THINGS YOU SHOULD NOT DO

You must not use the App for anything other than accessing and managing your account(s). In particular, you must not:

- (a) use the App for anything illegal or inconsistent with these terms;
- (b) seek to copy, reproduce, modify or tamper with the App in any way;
- (c) use the App on a device which contains or is vulnerable to viruses or other damaging properties;
- (d) use the App in a way that could damage or affect our systems or security or interfere with other users, or restrict or inhibit anyone else's use of the App; or
- (e) collect data from the App or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by the App.

## 9. OTHER THINGS YOU SHOULD KNOW

- 9.1 We own or have a licence to all content and material in the App and its arrangement. We give you a non-exclusive right to use the App but you can't grant any rights relating to the App to anyone else.
- 9.2 We are responsible for the App and its content. Neither Apple Inc., Google Inc., Microsoft Corporation or Amazon have any responsibilities or obligations to you in relation to the App and will not provide any maintenance and support services for the App.
- 9.3 No person, other than you or us, may enforce any of these terms.
- 9.4 We may transfer our rights and our obligations under these terms to someone else. We will tell you if we do this. You cannot transfer any of your rights and obligations under these terms to anyone else.

## 10. WHAT LAW GOVERNS THIS AGREEMENT?

10.1 These terms and our dealings with you are governed by the laws of England and Wales. Any dispute can be dealt with by an English or Welsh court unless your address is in:

- (a) Scotland (where it will be dealt with by the courts of Scotland); or
- (b) Northern Ireland (where it will be dealt with by the courts of Northern Ireland).

10.2 We will communicate with you at all times in English.

## IMPORTANT INFORMATION

### Trademarks

iPhone, iPad, iPod touch and Apple are trademarks of Apple Inc. registered in the United States and other countries. App Store is a service mark of Apple Inc. Android™ is a trademark of Google Inc. Windows®, Windows Phone® and the Windows logo are either registered trademarks or trademarks of Microsoft Corporation, registered in the United States and/or other countries.

### How to contact us

If you need to contact us for any reason please:

- write to Complaints department, M&S Bank, Kings Meadow, Chester, CH99 9LZ
- call 0345 900 0900
- visit [marksandspencer.com/bank](https://marksandspencer.com/bank) and log into Internet Banking and contact us via the My Messages facility

To help us improve our service and for security reasons, we may record and/or monitor telephone conversations with you so that we can maintain our service standards.

### How we'll communicate with you

We may contact you or give you notice by post, telephone or electronically (including email, text, in-app message, Internet Banking message) using the contact details you give us.

### How can you make a complaint?

If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again.

If you are not happy with the way that we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). You can find out more about the Financial Ombudsman Service on their website at [www.financial-ombudsman.co.uk](http://www.financial-ombudsman.co.uk). Alternatively, you may also lodge your complaint with the EU Online Dispute Resolution platform which is available at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

### Taxes

You may have to pay other taxes or costs in relation to this agreement that are not imposed by us or paid through us.

### How we are authorised

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Registered office: Kings Meadow, Chester, CH99 9FB.

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