

Terms and Conditions of use for the Mobile Phone Banking Service

- 9.1.5 you shall not alter, modify or adapt the whole or any part of the Application;
- 9.1.6 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;
- 9.1.7 on any termination of the Service all rights granted to you in respect of the Application shall immediately cease.

9.2 TERMINATION

- 9.2.1 The Licence shall commence upon your acceptance of the Licence or when you install the Application (whichever is first) and shall continue until terminated in accordance with the following clause or otherwise in accordance with the Licence.
- 9.2.2 The Licence will terminate automatically if you cancel the Service and/or uninstall the Application, or fail to comply with any term or condition of the Licence.

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

9.3 LAW AND JURISDICTION

Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and this Licence 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).

9.4 ACCEPTANCE OF LICENCE

- 9.4.1 You will be deemed to have accepted the terms of the Licence by installing the Application on any mobile phone.

Calls may be recorded.
The Royal Bank of Scotland plc.
Registered in Scotland. No. 90312.
Registered Office: 36 St Andrew Square, Edinburgh EH2 2YB.

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RBS IP T&C 1210

TERMS AND CONDITIONS OF USE FOR THE MOBILE PHONE BANKING SERVICE

The Mobile Phone Banking Service is provided by The Royal Bank of Scotland plc to you.

It is important that you read these terms and conditions (the “**Terms**”) carefully along with our *Personal and Private Banking – Terms and Conditions* and the fees leaflet which applies to your account, either *Personal Banking – Charges and Rates of Interest* or (if you are a Private Banking customer) *Private Banking – Charges and Rates of Interest* (collectively our “**Core Terms**” (available at www.rbs.co.uk)). The Core Terms set out our general terms for using our banking services including our privacy policy which contains details of how we and others will use your information. Please also look for the padlock symbol. If you have any questions about these Terms, please contact us on 0808 168 2958. If there is any inconsistency between the Terms and the Core Terms, the Terms will prevail.

1. OUR DETAILS

We are The Royal Bank of Scotland plc (“**us**”, “**we**” or “**RBS**”) part of the Royal Bank of Scotland Group of companies (the “**RBS Group**”). We are a public company incorporated in Scotland (Company number 090312) and have our registered office at 36 St Andrew Square, Edinburgh EH2 2YB.

2. THE SERVICE

- 2.1 You may only access the Mobile Phone Banking Service if you are aged 16 years or over and are resident in the United Kingdom. Further details on how to register and use the Mobile Phone Banking Service can be found at www.rbs.co.uk/mobile
- 2.2 The Mobile Phone Banking Service offers you access to a range of content and transaction services. Details of our range of services can be found on our website at www.rbs.co.uk/mobile. The services offered to you via the Mobile Phone Banking Service may vary depending on the type of handset you are using.

3. AVAILABILITY OF SERVICE

- 3.1 While we will make reasonable efforts to provide the Mobile Phone Banking Service, we will not be liable for any failure to provide the Mobile Phone Banking Service, 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.
- 3.2 The Application is provided “as is” with no representation, guarantee or warranty of any kind as to its functionality.

4. SECURITY PROCEDURE

- 4.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 4.2 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.
- 4.3 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.
- 4.4 Where a transaction using the Mobile Phone Banking Service has been carried out using your security details, but you subsequently show that the transaction was not authorised by you, you will not be liable for that transaction provided you have kept your security details secret, not acted fraudulently, acted with reasonable care and acted in accordance with these Terms.
- 4.5 If you suspect that anyone knows your security details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of your security details.
- 4.6 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 Mobile Phone Banking 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 Mobile Phone Banking Service.
- 4.7 You are responsible for making sure information either shown or stored on your mobile phone is kept secure.
- 4.8 You must advise us of any change to your mobile phone number or email address.

5. TRANSACTIONS

- 5.1 Banking instructions received for your current and savings accounts on any working day will normally be processed that day. (You will be advised at the time you send the instruction, if the instruction cannot be processed that same day but will be processed the next working day).
- 5.2 You acknowledge that you are responsible for all transactions carried out using the Mobile Phone Banking Service and for the repayment of any debt that arises from use of the Mobile Phone Banking Service.

6. CHARGES

- 6.1 We do not currently charge you for the Mobile Phone Banking Service. However, your mobile phone network operator may charge you when using the Mobile Phone Banking Service and these charges may vary if you use your mobile phone to access the Mobile Phone Banking Service 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.

8. VARIATION/TERMINATION OF SERVICE

- 8.1 There is no minimum contract period and you are free to cancel the Mobile Phone Banking Service at any time. Details on how to cancel the Mobile Phone Banking Service can be found on our website at www.rbs.co.uk/mobile
- 8.2 If you have not used the Mobile Phone Banking Service for 12 months your account will be deactivated automatically and you would have to re-register in order to use the Mobile Phone Banking Service again.
- 8.3 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.
- 8.4 Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action to suspend, withdraw or restrict your use of the Mobile Phone Banking Service and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.
- 8.5 We may suspend, withdraw or restrict the use of the Mobile Phone Banking Service or any part of the Mobile Phone Banking 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) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
 - (d) we consider it appropriate for your protection.
- 8.6 If we have a valid reason for doing so, we may change the terms of our agreement with you by notifying you personally not less than 60 days before the change comes into effect.
- 8.7 We may introduce new charges on your account or change the amount of any charges which already apply to your account by notifying you personally not less than 60 days before the change comes into effect.

9. LICENCE FOR RBS MOBILE PHONE BANKING APPLICATION (the “**Licence**”)

- 9.1 We hereby grant to you a non-assignable, non-transferable, non-exclusive Licence to use the mobile phone banking 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:
 - 9.1.1 you may only use the Application on one single registered mobile phone belonging to you or under your control. You will need to register separately each additional or replacement mobile phone;
 - 9.1.2 you may only use the Application for the purpose of receiving the Service and for no other purpose whatsoever;
 - 9.1.3 the Application is licensed only to you and you shall not assign, sub-licence or grant any rights of use or any other rights in respect of the Application to any other person;
 - 9.1.4 you shall not copy or reproduce in any way the whole or any part of the Application;