

Mobile Banking Terms & Conditions

Please read carefully and retain this copy



Index

Mobile banking

Terms & conditions

1	Agreement	1
2	Definitions	1
3	Mobile banking	1
4	Your responsibilities	1
5	Security	1
6	Your contact details	1
7	Your data	2
8	Sending money within the UK	2
9	Charges	2
10	Our liability	2
11	Your liability	2
12	Variation, termination and suspension of mobile banking	2
13	End user licence terms	2
14	Complaints	3

1. Agreement

These “Mobile Banking Terms & Conditions” set out C. Hoare & Co.’s (“the Bank”) obligations to you and your obligations to the Bank for the use of Mobile Banking and form part of the Agreement between us. The Agreement also includes the following documents:

- “Guide to Your Accounts Terms & Conditions”;
- “Tariff & Cut-Off Times”;
- The Privacy Notice which can be found at www.hoaresbank.co.uk the Privacy section.

In the event of a conflict between the terms of the above documents, the terms contained in the “Guide to Your Accounts Terms & Conditions” will prevail.

We will provide you with the above documents. If you require additional copies of the above documents please contact your relationship manager. The “Mobile Banking Terms & Conditions” and “Privacy Notice” will also be located in the ‘more’ menu on the Bank’s Mobile Banking application (the “App”).

2. Definitions

“Online Banking” means the internet banking service provided by the Bank. Access to Online Banking is available at www.hoaresbank.co.uk.

“Mobile Banking” means the mobile banking service provided by the Bank. Access to Mobile Banking is available via the App.

“Mobile Device” means a mobile phone, watch, tablet device or any other internet enabled device you use to access the App.

“you”, “your” or “yours” means the person who downloaded the App and any other person who uses that App.

“we” “us” or “our” means the Bank.

3. Mobile banking

You can only use Mobile Banking if:

- you are a personal customer registered for Online Banking;
- you have a valid and verified mobile number registered with us.

Please find further details on how to register for Mobile Banking and full details of the range of services available, including details of the App’s functionality at www.hoaresbank.co.uk/mobile.

The services that are available to you via Mobile Banking may vary depending on the type of Mobile Device or operating system you are using and may include:

- checking your balance and available balance;
- checking your overdraft limit (if you have one);
- viewing previous transactions;
- making transfers;
- sending Faster Payments to existing beneficiaries.

There may be times when the App is unavailable for you to use due to maintenance, repairs, or upgrades to our systems, or the systems of any party used to provide Mobile Banking. We will aim to notify you in advance of any maintenance work, but may not always be able to do so. Please contact us if you are unable to use the App. Details of how to contact us can be found in the “Guide to Your Accounts Terms & Conditions”.

We will not be liable for any failure to provide Mobile Banking or any part of it, any functionality, or failure to comply with any instructions you may give using the App for any reason that is beyond our reasonable control, such as the failure of any machine, data processing system, or

transmission link, or while maintenance, or upgrades are carried out to any system used to provide Mobile Banking, or for outages, or lack of coverage, or signal on any phone network, or our compliance with any applicable UK or European Community law or regulation.

The App is provided to you in accordance with the functionality and description made available to you from time-to-time on our website, and which is subject to change in accordance with section 12 below.

4. Your responsibilities

You accept that by using the App to access Mobile Banking you may only have access to a reduced service. You will need to log on to Online Banking at www.hoaresbank.co.uk regularly in order to access all available services.

You are responsible for ensuring that your Mobile Device is capable of operating the App (which we may update from time to time). We do not guarantee that we will continue to support the operating system used by your Mobile Device.

5. Security

You must not ‘jailbreak’ or ‘root’ your Mobile Device. These terms refer to deliberately removing specific restrictions your Mobile Device has in place by default. By doing this, Mobile Devices are more vulnerable and therefore not suitable to perform banking functions.

You must keep your security details secret. They are highly confidential and as such any record of security details must be unidentifiable and should never be disclosed to anyone else, including the Bank. If you are worried that someone may have acquired your personal security details, please contact us immediately on 020 7353 4522.

We will never contact you with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using the Bank’s name and logo) it is likely to be fraudulent and you must not supply your details to them under any circumstances. You are required to report any such requests to the Bank immediately.

In using Mobile Banking you agree:

- not to leave your Mobile Device unattended while you are logged on to Mobile Banking and to make sure that any information stored or displayed on your Mobile Device is kept secure;
- not to record or store your security details with documentation or information that relates to your account, or in a way that may result in it becoming known to another person;
- to take reasonable care to ensure your security details are not disclosed to any other person when you access Mobile Banking;
- to protect your Mobile Device and to ensure you lock and unlock your Mobile Device;
- to contact us immediately if:
 - your security details become known (or you suspect they have become known) by someone else;
 - you notice any unauthorised transactions on your account;
 - your Mobile Device is lost or stolen.
- to delete the App from your Mobile Device if you change your Mobile Device or dispose of it.

6. Your contact details

You must tell us promptly if your contact details (including your mobile phone number or email address) change.

7. Your data

How we use your information is explained in our Privacy Notice. This would have been made available to you when we collected your information, it is available on the Bank's website www.hoaresbank.co.uk/privacy and will also be located in the 'more' menu on the App. If you require an additional copy, please contact your relationship manager.

Information about our use of cookies can be located on the Bank's website www.hoaresbank.co.uk/cookies

8. Sending money within the UK

The "Guide to Your Accounts Terms & Conditions" explains the different ways you can withdraw money from your account.

When you are sending money within the UK through Mobile Banking we will make the payment using the Bank's Faster Payments Service if possible. Please see the "Guide to Your Accounts Terms & Conditions" for further details of the Bank's Faster Payments Service. If we cannot use the Bank's Faster Payments Service we will advise you of alternative ways to make the payment.

There is a daily limit and an individual transaction limit on payments sent by the Bank's Faster Payment Service. Please contact your relationship manager for details of your limit.

Once you have asked us to make a payment you will not be able to cancel it. If you realise that you have given us an incorrect payment amount or paid the incorrect person, you must contact us as soon as possible. Where reasonably practicable we will try to stop the payment, but might not be able to do so. We will not be liable to you if we are unable to stop a payment in these circumstances.

We reserve the right not to act on any instructions received via the App for any reason at our discretion, including where to do so would be in breach of the Agreement, or those terms applying to your account.

If we decide not to carry out a transaction we will not be responsible for any loss or damage you suffer because of that decision. We will normally tell you why we are not prepared to carry out a transaction when you use Mobile Banking.

9. Charges

We do not currently charge you for the Mobile Banking App, but your mobile network operator may charge you. Please be aware that these charges may vary if you use App abroad.

10. Our liability

We reserve the right to introduce a charge for using the Mobile Banking App. If we introduce a charge, or a new charge on your account, or change the amount of any charges which already apply to your account, we will notify you personally not less than 60 days beforehand.

For details of our liability in relation to Mobile Banking and the App please see the section entitled

"Our Liability for Loss or Damage" within the "Guide to Your Accounts Terms & Conditions".

11. Your liability

For details of your liability in relation to your use of Mobile Banking and the App please see the section entitled "Your Liability" within the "Guide to Your Accounts Terms & Conditions".

12. Variation, termination and suspension of mobile banking

You will be responsible for complying with the terms of all licences relating to the Mobile Device, operating system for the App and any software used by you in conjunction with the App.

We may vary these "Mobile Banking Terms & Conditions" from time to time. Changes or improvements to Mobile Banking will usually be introduced immediately. We will give you 60 days' written notice of all other changes unless it is not practical, or possible to do so, in which case we will tell you as soon as we can after the changes take effect. If we do not hear from you within the notice period, you will be deemed to have accepted the changes.

If you do not agree to the proposed changes, you have the right to cancel Mobile Banking immediately by either deleting the App or contacting us, before the proposed date of the changes coming into force.

If you do not use Mobile Banking for 13 months your access to the App will be deactivated automatically and you will have to re-register in order to use Mobile Banking again.

We may suspend, withdraw, terminate or restrict your use of Mobile Banking or any part of it where:

- we reasonably suspect that your use of the App is in breach of the Agreement;
- we reasonably suspect that your security details have not been kept secret;
- we reasonably suspect that your security details have been used fraudulently or without your permission;
- we reasonably suspect that your use of the App is in breach of any law or regulation;
- as a result of a change in the way you operate your account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments;
- we believe it is appropriate in order to protect your account(s);
- you have broken any of the Licence terms set out below.

We will tell you before taking any of these steps and we will explain why we have done so, unless we are unable to contact you, or there is a legal reason, or other circumstance beyond our control that stops us from doing so. If we cannot make contact with you beforehand, we will (where possible) tell you and explain our reasons afterwards.

Mobile Banking will continue until terminated by either party (or until your account is closed in accordance with the terms set out within the "Guide to Your Accounts Terms & Conditions").

13. End user licence terms

You may terminate Mobile Banking at any time by deleting the App, or by requesting cancellation of Mobile Banking through your relationship manager. In addition to our other rights of termination listed above we may terminate Mobile Banking by giving you not less than two calendar months' notice by post or email. In exceptional circumstances, e.g. fraud, we may terminate your use of Mobile Banking without prior notice.

When you download the App we automatically give you a non-assignable, non-transferable, non-exclusive right to use the App (the "Licence") provided that you agree to the following:

- you can only use the App on a registered Mobile Device belonging to you or under your control (you will need to register each additional or replacement Mobile Device separately);
- you can only use the App for Mobile Banking and for no other purpose;
- the right to use the App is given only to you and you must not give any rights of use or any other rights in respect of the App to any other person;
- you are not incorporated, based, operating from, or ordinarily resident in a territory subject to comprehensive US sanctions;

- you are not a prohibited person targeted under any EU or US export control and trade sanctions laws or regulations in effect from time to time, nor are you 50% or more owned, or otherwise controlled by, or acting on behalf of, any such prohibited person;
- you must not copy, reproduce, alter, modify or adapt the App or any part of it;
- you must not translate, reverse engineer, decompile, disassemble or attempt to derive the source code or object code of the App;
- you must not merge the App with any unauthorised program;
- you must not remove or tamper with any copyright notice attached to or contained within the App and you agree that all ownership of the App remains with us;
- you must not use the App or download the App in an 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 App or into any operating system;
- you must not collect or harvest any information or data from the App or the Bank's systems or attempt to decipher any transmissions to or from the servers running the App;
- if your right to use Mobile Banking is terminated all rights given to you in respect of the App will end immediately;

The Licence includes the right to use any future updates to the App that we make available to you. If you have any questions or need any support in relation to the App please contact us.

We will assume that you have accepted these "Mobile Banking Terms & Conditions" and the Licence by installing the App on your Mobile Device and you will continue to be bound by them until you cancel Mobile Banking and/or delete the App, or if we end your use of Mobile Banking in accordance with these "Mobile Banking Terms & Conditions". Upon termination of the Licence for any reason you must uninstall the App and destroy all copies of it.

14. Complaints

If you wish to make a complaint about Mobile Banking please contact your relationship manager. If you are not happy with our final response to your complaint or we have not resolved your complaint within eight weeks, you may be able to refer the matter to the Financial Ombudsman Service ("FOS"). The FOS provides free, independent service to all eligible complainants, including private individuals and small businesses, charities and trusts. Further information, including eligibility requirements, can be located on www.financial-ombudsman.org.uk.

The contact details for the FOS are: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Their telephone number is: 0800 023 4567. Alternatively you can email at: complaint.info@financial-ombudsman.org.uk.

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