



INTERNET BANKING AND MOBILE APP TERMS OF USE

January 2017

INTERNET BANKING AND MOBILE APP TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE REGISTERING ON, AND USING, OUR PERSONAL AND BUSINESS INTERNET BANKING SERVICES AND/OR MOBILE APP.

These User Terms are important so please read them carefully. They apply to Your use of Our internet banking services at <https://www.metrobankonline.co.uk/> ("Internet Banking") and/or Our Mobile App available to download from the Apple App Store or Google Play ("Mobile App"). You should only use Internet Banking and/or the Mobile App (as applicable) if You agree with these User Terms. When You click to accept the User Terms, You will be legally bound by these User Terms. We recommend that You print a copy of these User Terms for Your records or alternatively You may ask Us for a copy of these User Terms at any time.

We may change these User Terms from time to time. If We do, You must read the updated User Terms the next time that You log into Your Account (defined below). If You agree to the updated User Terms, You will need to click to accept them before You are able to access Your Account. If You do not agree to the updated User Terms, You will not be able to access Your Account.

Where We refer to "You" or "Your", We mean either:

- one of Our personal customers if You are using Internet Banking and/or the Mobile App in a personal capacity; or
- one of Our business customers and when You click to accept these User Terms, You are representing (as applicable):
 - Your corporate body (for example, a limited company or a limited liability partnership);
 - Your unincorporated body (for example, a partnership, club, society or charity);
 - Yourself as a sole trader; or
 - Yourself as any other person providing a service for others (including a personal representative or trustee).

You can find the terms and conditions for Our banking products and services at <https://www.metrobankonline.co.uk> as these User Terms govern Your access to certain banking products and services only. These User Terms are not the terms which apply to the banking products and services themselves.

PART 1 General

1. Who We are, what We do and contacting Us

- a. We are Metro Bank PLC (company number 6419578) and with registered address: **One Southampton Row, London, WC1B 5HA** ("Metro Bank", "We", "Our" or "Us").
- b. Metro Bank is an independent UK bank. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
- c. If You have any questions about anything in these User Terms or about Metro Bank's services, then just contact Us at any of the following:
 - i. **In store;**

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ii. By post (at our registered and head office)

One Southampton Row
London
WC1B 5HA

iii. Phone (speak to a customer service representative)

UK – 0345 08 08 500
Overseas - +44 20 3402 8312

We may monitor and record phone calls

iv. Online

Secure messaging through Internet Banking (services may be slow or unavailable during maintenance and updates)

v. Email

enquiries@metrobank.plc.uk

2. User accounts

- a. You must register an online access account with Metro Bank to use the services available via Internet Banking and/or the Mobile App ("Account"). You will receive Your username when You open Your bank account with Us and We will also provide You with a temporary password, "magic word" and customer number to enable You to access the Account for the first time. We will send You an SMS to the mobile number You provided to Us when You opened Your bank account to confirm You are the correct customer. You must be at least 18 (eighteen) years old and resident of the United Kingdom to register an Account with Us. If You are creating an Account for a bank account where You are acting on behalf of a business, please ensure You have sought the necessary consent from the business before creating Your Account.
- b. You agree to keep Your information accurate, complete and current. You must never tell anyone else Your username, password and other information required to access Your Account. You must keep these details secure and confidential, including (but not limited to) taking the following steps:
- i. ensure that You change the password to Your Account from the temporary password given to You by Us in order for You to initially register Your Account;
 - ii. never give any other person details of user, password or other information required to access Your Account including any personnel of Metro Bank;
 - iii. ensure that You log out of Your Account on Your device and close Internet Banking and/or the Mobile App if You are not using it; and
 - iv. ensure that Your device or browser does not retain Your username, password or other information required to access Your Account unless it is a specific function provided by Us in relation to Internet Banking and/or the Mobile App, for example, a "Remember Me" option.
- c. You are responsible for any activity on Your Account. It is Your sole responsibility to monitor and control access to and use of Your Account.
- d. You must ensure that the instructions You submit using Your Account are correct. We will act upon all instructions received through Your Account in accordance with Our Service Relationship with Personal Customers or Our Service Relationship with Business Customers (as applicable). These are available to download at <https://www>.

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metrobankonline.co.uk/about-us/legal-information/. You are responsible for any losses You suffer if the instructions You submit are incorrect.

- e. You may download, print and make copies of Your information contained in Your Account in any format.

3. Device

- a. You may use Internet Banking on any computer, phone or tablet provided that device meets Our minimum operating system standards. For more information, please consult Our website at <https://www.metrobankonline.co.uk/>. You may use the Mobile App on iOS or Android devices, but there may be different features available to You depending on the device or version of the Mobile App You are using.
- b. We do not guarantee that Internet Banking and/or the Mobile App will be compatible with all hardware and software that You may use.

4. Internet Banking/Mobile App functionality

- a. You may use Internet Banking to:
 - i. view account balances and transactions
 - ii. transfer money between accounts;
 - iii. make payments to existing and new payees;
 - iv. view statements;
 - v. manage Your debit or credit cards;
 - vi. open new accounts;
 - vii. change preferences; and
 - viii. send and receive messages to Us.
- b. You may use the Mobile App to:
 - i. view account balances and transactions;
 - ii. transfer money between accounts;
 - iii. make payments to existing and new payees;
 - iv. manage Your debit and credit cards; and
 - v. send and receive messages to Us.
- c. The list of functionality above for both Internet Banking and the Mobile App is not exhaustive and is subject to change by Us.
- d. Where You use Internet Banking and/or the Mobile App to send messages to Us, then in addition to Your obligations specified in paragraph 5a below, You agree not to:
 - i. send any messages to Us where the nature of such message requires immediate action by Us;
 - ii. report any theft or loss of Your credit or debit card to Us via Our messaging service;
 - iii. send any instructions to Us in relation to Your Account which are transactional in nature (for example, You may not use Our messaging service to ask Us to transfer funds for You); or
 - iv. contact Us in relation to any other products or services You have with Us.
- e. You may not be able to access all of Our products and services on Internet Banking

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and/or the Mobile App but You agree that We may add any additional products or services that You have with Us to Your Account as and when We decide to do so.

5. Your use of Internet Banking and the Mobile App

- a. When using Internet Banking and/or the Mobile App, Your Account, You agree not to:
- i. attempt to undermine the security or integrity of Internet Banking and/or the Mobile App, Our computing systems or networks or those of a third party which host Internet Banking and/or the Mobile App. We will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing Your identity to them;
 - ii. use, or misuse, Internet Banking and/or the Mobile App in any way which may damage or harm the functionality of Internet Banking and/or the Mobile App (and other systems used to deliver Internet Banking and/or the Mobile App) or the ability of any other user to use Internet Banking and/or the Mobile App;
 - iii. attempt to gain unauthorised access to any materials other than those to which are publically available or available within Your Account;
 - iv. transmit, or input into Internet Banking and/or the Mobile App, any files or data that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which You do not have the right to use);
 - v. create links to Internet Banking and/or the Mobile App unless We give You prior written consent;
 - vi. attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the services or to operate Internet Banking and/or the Mobile App except as is strictly necessary to use either of them for normal operation and other than as permitted by law;
 - vii. impersonate any other person while using Internet Banking and/or the Mobile App;
 - viii. conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using Internet Banking and/or the Mobile App; or
 - ix. use Internet Banking and/or the Mobile App for any unlawful purpose.
- b. You may have other rights granted by law, and these User Terms do not affect these except if the two are inconsistent. If this is the case then these User Terms will override any other rights which You may have, unless this is not permitted by law.
- c. Internet Banking and/or the Mobile App may contain links to third party websites or programs that are not controlled by Us. We are not responsible for the content, terms and conditions, offers or privacy policies of such sites and programs. Your dealings with third party sites are solely between You and the applicable third party and You should read their terms and conditions and policies before using them.

6. Your data

- a. We take Our responsibility for care of Your data very seriously and We may use cookies in the provision of Internet Banking and/or the Mobile App. Please see Our Privacy and Security Statement (as applicable) to find out about how We deal with Your Data at <https://www.metrobankonline.co.uk/about-us/privacy-and-security/>

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7. Availability

- a. Other than as set out in these User Terms and other than for warranties that are implied by law, Internet Banking and the Mobile App are provided on an “as is” and “as available” basis. We make no representations or warranties of any kind, express or implied, as to the operation of Internet Banking and/or the Mobile App or any information, content, materials or products included or referenced on Internet Banking and/or the Mobile App.
- b. We do Our best to ensure that the information accessed through Internet Banking and/or the Mobile App is accurate and up to date but cannot guarantee that this will always be the case.
- c. We aim to make Internet Banking and/or the Mobile App available to You all the time but sometimes it may be unavailable due to maintenance or to factors outside of Our control, such as the internet.
- d. We follow industry standards and processes to prevent against the introduction of viruses, malware and malicious attacks that may harm Internet Banking and/or the Mobile App or the device that You use to access Internet Banking and/or the Mobile App, but We cannot guarantee that the application will be totally free from viruses and malware.

8. Our rights and obligations

- a. We may change, modify, amend or remove some or all of the functionality or content on Internet Banking and/or the Mobile App at any time, including adding access to new or additional products or services.
- b. Access to Internet Banking and/or the Mobile App is currently free for both personal users and business users but if We are going to change this, We will contact You in writing beforehand. You may be required to pay sums in relation to certain products and services. You should refer to the specific terms and conditions governing such products and services to understand if any fees may apply to You. These are available at: <https://www.metrobankonline.co.uk/about-us/legal-information/>
- c. We and/or Our licensors are the owners of Internet Banking and/or the Mobile App, which includes (but without limitation) any software, applications and domains made available through it.
- d. All intellectual property rights in Internet Banking and/or the Mobile App, and the content (except the personal information of You and other users contained in Your and their Accounts), video, audio, graphics, logos, icons and service names which appear on Internet Banking and/or the Mobile App belong, or are licensed, to Us or Our third party licensors. You do not have any rights to such intellectual property except as expressly set out in these User Terms.

9. Liability

- a. These User Terms do not exclude or limit Our liability (if any) for:
 - i. death or personal injury caused by Our negligence;
 - ii. fraud;
 - iii. fraudulent misrepresentation; or
 - iv. any matter which it would be illegal for Us to exclude or attempt to exclude

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Our liability.

- b. We are only liable to You for losses which You suffer as a direct result of Our breach of these User Terms and which are reasonably foreseeable. We are not liable for any other losses or for business losses (including but not limited to loss of profits, contracts, goodwill or opportunity).

10. Suspension

- a. We may suspend access to Your Account or terminate Your Account at any time and for any reason. We will try and give You notice where We are able to do so but sometimes this will not be possible.

11. Cancellation

You may cancel Your acceptance of these Terms provided it is within of 14 days after the day on which You accept these User Terms. If You cancel Your acceptance to these User Terms, then You will no longer have access to Your Account. Please use the following form:

To: Customer Care
One Southampton Row
London
WC1B 5HA

I hereby give notice that I cancel my access to the [internet banking service and/or the mobile app] [*] provided by Metro Bank plc to me.

First accessed on: [insert date]

Name: [insert your name]

Address: [insert your address]

Signature:

Date:

[*] Delete as appropriate

12. Termination

- a. You may terminate these User Terms at any time by writing to Us at:

Customer Care
One Southampton Row
London
WC1B 5HA

- b. We may terminate these User Terms immediately if:
 - i. You do not comply with an important obligation under these User Terms; or
 - ii. We have reasonable grounds to suspect You have, or may be about to, commit a criminal offence in connection with Your use of Internet Banking and/or the Mobile App.

Where We terminate in one of the circumstances above, We will tell You as soon as possible that these User Terms have been terminated by Us.

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c. We may terminate these User Terms at any time by providing notice to You in writing to Your email address noted in Your Account when You register and/or by post to the address We have for You.

If these User Terms are terminated by You or Us, You will no longer be able to access Your Account, the information held in Your Account or the products or services which are only available on Internet Banking and/or via the Mobile App immediately after such termination. Closure of Your Account will not close Your bank account with Us.

PART 2 Transfer of money by mobile and social media

We are working to bring You systems that let You use Your mobile phone or social media to transfer money to another person. This functionality is not available just yet. We will keep You posted as and when it becomes available.

PART 3 Miscellaneous

1. Complaints: If You feel that We have not provided the standard of service You expect, or if we make a mistake, please let Us know. If You have a complaint, We aim to deal with it as quickly as possible to Your satisfaction. The easiest way to raise Your complaint with Us is to simply come into Our stores or give Us a call on **0345 08 08 500** (or **+44 20 3402 8312** from overseas). Or, if You would prefer to write to Us, please address Your letter to:

**Craig Donaldson
Chief Executive
Metro Bank PLC
One Southampton Row
London
WC1B 5HA**

We will do our best to sort out Your complaint immediately. If this is not possible, We will acknowledge Your complaint within 5 banking days of receiving it. We will aim to deal with Your complaint as soon as We can. If We cannot sort out Your complaint within 5 banking days, We will write and let You know that the investigation is not complete. We will do the same if the investigation has not completed within 4 weeks of receiving Your complaint. When the final decision has been reached, We will issue a final response letter to You.

When You receive this, or after eight weeks from the date of Your complaint in the unlikely event that it is still not sorted out, You may refer Your complaint to the Financial Ombudsman Service. They will then contact Us on Your behalf. The Financial Ombudsman Service will only consider Your complaint once You have tried to sort it out with Us, so please raise Your concerns with Us first. You can contact the Financial Ombudsman Service by writing to them at:

**The Financial Ombudsman Service
Exchange Tower
London E14 9SR**

Or, You can call them on **0300 123 9123**.

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If You do refer Your complaint to the Financial Ombudsman Service, this will not affect Your right to legal action.

You can ask Us for a full copy of Our complaints procedure leaflet at Your local store.

Where You are of one of Our personal customers and You have a complaint about Internet Banking and/or the Mobile App and You are not happy with the way Your complaint has been handled, You can submit Your complaint using the Online Dispute Resolution Platform by visiting:

<http://ec.europa.eu/consumers/odr>

2. Language: These User Terms and all communications between Us will be in English.
3. Notices: Any notice given under these User Terms by either party to the other must be in writing. Notices to Us must be sent via one of the methods stated in paragraph 1 of these User Terms. Notices to You will be sent to the email address where You have provided Us with one, or otherwise via another method of communication that You stipulated We were to contact You by, when registering Your Account. Any notice given by email will be deemed to have been given on transmission.
4. Your transfer of rights: You may not transfer any of Your rights under these User Terms to any other person.
5. Our transfer of rights: We may transfer any of Our rights under these User Terms to any person or ask any person to fulfil any aspect of it so long as the performance of these User Terms is not affected.
6. No Rights of Third Parties: Only You and Us have any rights under these User Terms. No other person shall have any rights under these Terms.
7. Governing Law and Jurisdiction: These User Terms will be governed by English law and any court proceedings related to these User Terms must be taken at a court within England and Wales.

