

Terms and Conditions of Use for the Mobile Banking Service.

Please read your mobile banking terms and conditions before using this app. If you need to access these conditions again they are stored in the app and menu and available for future reference.

These conditions, together with the terms and conditions for each of the accounts you hold with us (such as your current account or savings account), information in the "Welcome Guide" and our account charges leaflet, form the agreement between you, the account holder, and us, The Co-operative Bank p.l.c.

Altogether, they set out the features of the mobile banking service, they tell you how it works and what your and our responsibilities are once you start to use the mobile banking service.

'We', 'us' or 'our' means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. You can contact us on 08448 44 88 44 or by writing to Customer Services Manager, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH. If you have any questions about these conditions please contact us on 0161 376 0011 (or 08448 44 88 44 if not calling from a mobile device).

If there is any inconsistency between your account terms and these conditions, your account terms will prevail.

1. Using and Sharing Your Information

We will use your information in the manner detailed in the "Using your personal information" notice in your account terms and conditions.

The mobile number you register to access the Mobile Banking Service may be used by The Co-operative Bank p.l.c. to amend the records it holds about you, and contact you via the mobile banking app itself or via telephone or SMS.

Any information you provide in relation to the Mobile Banking Service is disclosed to our third party agents who act on our behalf. This is for operational reasons in order to provide the Mobile Banking Service to you. By using the Mobile Banking app you consent to the use of your data in this way.

To use our Mobile Banking Service, small software files similar to Cookies will be stored on your mobile device. These files allow the mobile banking app to remember choices you make (such as your user name or the region you are in) and provide enhanced, more personal features. In particular these files are used to store your registration information and your acceptance of these terms and conditions. The information these files collect may be anonymised and they cannot track your browsing activity on other websites. The files are essential in order to enable you to move around the mobile banking app and use its features such as accessing secure areas of the app.

In addition to the above, non-personal data may be collected by your mobile device or app store provider in accordance with their terms and conditions which apply to the use of your device and app store account.

2. The Service

2.1 To use our Mobile Banking Service you must:

- be aged 16 or over
- have a mobile number beginning with 07
- access UK based app stores to download the app
- have a Co-operative Bank or smile current and/or savings account with us and registered for Internet Banking. If you are not registered for Internet Banking please call us on 0161 376 0700.

Further details on how to register and use the Mobile Banking Service can be found at www.co-operativebank.co.uk/mobile

2.2 The Mobile Banking Services offers you access to a limited range of content and transaction services for the current accounts, savings accounts and credit card accounts you have registered for Internet Banking. For example you can move money between your Co-operative Bank and smile branded current and savings accounts and make payments to persons you have

previously made payments to using a different channel such as Internet Banking and/ or telephone banking. However, you are unable to make payments to new recipients or to Britannia branded accounts. Use of the Mobile Banking Services is in accordance with these conditions and you will need to register a passcode to use this service. Full details of our range of services can be found at www.co-operativebank.co.uk.

3. Availability of service

- 3.1 It is our aim to ensure a complete Mobile Banking Service at all times, but the speed or lack of interruption to the service cannot be guaranteed. The service may be interrupted due to our need to update or maintain our systems or those of our third party agents who provide part of the service. In addition, the service may be affected by the coverage available from your mobile network provider or maintenance and upgrades they perform that affect the availability of your mobile network.
- 3.2 It is our aim to ensure a complete Mobile Banking Service at all times but we will not be responsible to you when failure to provide the Mobile Banking Service is caused by abnormal and unforeseeable circumstances beyond our (or our agents' and/or subcontractors') control, the consequences of which would have been unavoidable despite our efforts to the contrary.
- 3.3 In the rare event that the Mobile Banking Service is out of action please refer to telephone banking which is available 24 hours a day, 365 days a year, except for Christmas Day, or internet banking.

4. Security

- 4.1 In addition to the reasonable security precautions set out in your account terms and conditions, including those in condition 17.6 for internet banking, we ask that you take further steps in relation to the security of your Mobile Banking Service as follows:
 - Protect your mobile device by using a pin number to lock and unlock the keypad.
 - Ensure any information shown or stored on your phone is kept secure.
 - Always log off from the mobile banking service once you have finished.
 - Never choose a passcode which may be easy to guess and do not disclose it to others.
 - If you believe your security details have been compromised, contact us immediately.
 - Ensure no one sees you when you are using your passcode.
 - We recommend you do not write down your pass code.
 - Do not leave your mobile device unattended while you are still logged onto the Mobile Banking Service.

5. Registering For Our Mobile Banking Service

- 5.1 Before using the Mobile Banking Service you must register and authenticate your mobile device. Please note that during the registration process you will be prompted for your relevant account details, two digits of your security code and part of your secure personal information. Authentication is done in real-time.
- 5.2 We never ask you 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.
- 5.3 You must advise us of any change to your mobile phone number or email address. If you do change your phone number you will need to register the new device for Mobile Banking.

6. Transactions

- 6.1 When you instruct us to make a payment through the Mobile Banking Service, we will make the payment using Faster Payments. The payment instruction will be regarded as having been received by us at the time you give it, and therefore you will not be able to cancel it after that time. Please see the account terms and conditions.
- 6.2 You can move money between your Co-operative Bank and smile current accounts or savings accounts. You can pay bills and/or make payments to beneficiaries you have set up and paid before in a different channel such as Internet Banking and /or Telephone Banking.
- 6.3 There is a maximum limit to the amount of £20,000 per payment transaction unless the beneficiary is one of your own linked accounts.
- 6.4 To check the outcome of your payment please refer to the customer services section of Internet Banking
- 6.5 If we are satisfied our security procedures have been met we can act on your instructions, including making payments from your account, even if these instructions were not given by you or with your authority. Please see the section on Electronic Payments From Your Account in your account terms and conditions for details.

7. Charges

- 7.1 We do not currently charge you for the Mobile Banking Service. However, your mobile phone network provider may charge you for use of data services and you should check your tariff and any data limits with your provider. In particular, charges may vary if you access the Mobile Banking Service from outside the UK.
- 7.2 We may introduce new charges in relation to your Mobile Banking Service, if we do this then we will do so in accordance with the terms and conditions of your account which allow us to make changes to the charges applicable to your account.

8. Term, Termination of Service and changes to these conditions

- 8.1 This agreement does not have a fixed or minimum duration. You are free to cancel the Mobile Banking Service at any time. You can do this within the 'Settings' option of the 'More' menu. We can end your use of this Mobile Banking Service at any time but will give you at least two months' notice unless there are serious circumstances (eg fraud investigation or where you seriously or repeatedly break your Agreement with us) which in our reasonable opinion justify us ending your use of the Mobile Banking Service with less notice.
- 8.2 It is your responsibility to remove the mobile banking app from your mobile device if you change your mobile device or dispose of it.
- 8.3 Should you close your account(s) the app will no longer display your account information.
- 8.4 The mobile banking app will be disabled after 12 months inactivity. You will need to register for the Mobile Banking Service again if you have not logged in for 12 months or more.
- 8.5 We may stop or suspend your use of the Mobile Banking Service for the following reasons:
 - If you seriously or repeatedly break this agreement or the conditions of your account
 - If access to any of your accounts is blocked or suspended in accordance with the account terms and conditions
 - Where we have good reason to suspect there may be fraudulent activity on your account.
 - Where possible we will give you prior notice unless we have a good reason for not doing so, e.g. we consider your account has been or is likely to be misused. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.
- 8.6 We may change these terms and conditions at any time. We will give you at least two months' personal notice of the change and at any time up to two months from the date of that notice you may choose to cease to use this Mobile Banking Service without having to give us any notice or pay any extra charges. If you continue to use the Mobile Banking Service after the expiry of the notice period you will be deemed to have accepted the change.

9. Licence For The Co-operative Bank Mobile Banking Application (The "Licence")

- 9.1 We hereby grant to you a non-assignable, non-transferable, non-exclusive Licence to use the mobile banking application (and any 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 mobile banking app on mobile devices registered in the British Isles belonging to you or under your control. You will need to register separately each additional or replacement mobile device;
 - 9.1.2 You may only use the mobile banking app for the purpose of receiving the Mobile Banking Service and for no other purpose whatsoever;
 - 9.1.3 The mobile banking app is provided "as is" with no warranty, guarantee or representation as to its functionality. We (not your mobile device or app store provider or any of our licensors) shall be responsible for addressing any claims you or a third party may have in relation to the Application and your mobile device or app store provider and our licensors shall have no liability in relation to the mobile banking app (including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of the mobile banking app). If you have any complaint in relation to the Mobile Banking Service or this mobile banking app please contact us on 0161 376 0011.
 - 9.1.4 The mobile banking app is licensed by us to you only and you shall not assign, sub-licence or grant any rights of use or any other rights in respect of the mobile banking app to any other person;
 - 9.1.5 You shall not copy or reproduce in any way the mobile banking app or any part of it;
 - 9.1.6 You shall not alter, modify or adapt the mobile banking app or any part of it;
 - 9.1.7 you shall not remove or tamper with any copyright notice attached to or contained within the mobile banking app and you acknowledge and agree that between us and you all responsibility (including maintenance and support) content and ownership in the Application remains with us;
 - 9.1.8 you represent and warrant that you are not located in a country that is subject to a US embargo or that has been designated as a "terrorist supporting" country and not listed on any US government list of prohibited or restricted parties;
 - 9.1.9 You must when using the mobile banking app comply with the terms and conditions applicable to the use of your mobile device and your data or network provider;
 - 9.1.10 On any termination of the Mobile Banking Service all rights granted to you in respect of the Application shall immediately cease.
- 9.2 The Licence shall commence upon your acceptance of the Licence or when you install the mobile banking app (whichever is first) and shall continue until terminated in accordance with this clause 9.3 or otherwise in accordance with the Licence.
 - 9.3 The Licence will terminate automatically if we end your

- use of the Mobile Banking Service in accordance with clause 8, if you cancel the Mobile Banking Service and/or uninstall the mobile banking app, or fail to comply with any term or condition of the Licence.
- 9.4 Upon termination of the Licence for any reason whatsoever you must uninstall the mobile banking app and destroy all copies of the mobile banking app including all components of it in your possession.
- 9.5 You will be deemed to have accepted the terms of the Licence by installing the mobile banking app on any mobile device. The terms of the Licence are also for the benefit of The Co-operative Bank's licensors and suppliers (including your mobile device provider) who may also enforce (but are not obliged to enforce) the terms of this Licence.
- 9.6 The terms of this Licence will be governed by the law of England and Wales and our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of the terms of this Licence will be governed by the country law of England and Wales. In all other respects the law which governs our Agreement will be that set out in the terms and conditions for each of the accounts you hold with us.
- 9.7 Any dispute which arises in relation to this Agreement shall be dealt with by any court in the UK, Isle of Man and Channel Islands which is able to hear the case.

Please call 08448 44 88 44 if you would like to receive this information in an alternative format such as large print, audio or Braille.

The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Lending Code and the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110). The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.

Calls to 0844 numbers cost no more than 5p per minute from BT landlines. Other network charges may vary. Calls from mobiles will be considerably more. Calls to 0800 numbers are free from landlines. Calls from mobiles may vary and you may want to check this with your service provider.