



## **RCI Bank: APP MINIMUM TERMS**

### **1. WHO WE ARE AND WHAT THIS AGREEMENT DOES**

We, RCI Bank UK Limited of Rivers Office Park, Denham Way, Rickmansworth, WD3 9YS license you to use the “**RCI Bank**” mobile application software (the “App”) and any updates or supplements to it, as permitted in these terms.

### **2. DATA PRIVACY AND YOUR RIGHTS**

We are committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others, to provide access to the products and services of trusted third parties, to onboard you as a customer, to access your location if you use certain features, to send you push notifications (if you enable them) and to meet our legal and regulatory obligations. We may also share your information with our trusted third parties for these purposes and in some cases these third parties may require you to accept further terms and conditions.

For more detailed information on how and why we use your information, including your rights in relation to your personal data, please go to <https://www.rcibank.co.uk/support-centre/legal-centre/privacy-cookies>.

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy <https://www.rcibank.co.uk/support-centre/legal-centre/your-agreement>.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

This app uses technologies that capture events and user activities. These technologies help the app to work, check that it's you when you're using the app and collect information about how you use the app. This helps us improve how the app works. Dynatrace (classed as Strictly Necessary) is used to monitor the health and keep the app running smoothly. The other tracking is Google Analytics which by default is disabled and users have the option to enable it via the consent management page.

You can manage how the app accesses your device or information using your privacy settings. We need to use certain cookies in order for the app to work, but if you uninstall the app we will no longer collect any information from your device. Any data collected before you uninstall the app will be retained in accordance with our data privacy notice.

### **3. ADDITIONAL TERMS FOR SPECIFIC SERVICES**

In addition, your use of any services which you connect to via the App shall also be governed by any terms and conditions which you agreed to when you began using those services <https://www.rcibank.co.uk/support-centre/legal-centre/your-agreement>.

### **4. APP STORE TERMS MAY ALSO APPLY**

The ways in which you can use the App may also be controlled by the rules and policies of the app store you downloaded the App from (for example, Apple's App Store and Android's Google Play).



## 5. HOW WE WILL COMMUNICATE WITH YOU

From time to time, we may contact you about the app by email, text or by telephone or post, using the contact details you have provided to us.

Sometimes, these may be marketing messages. If you don't want to receive them, you can tell us at any time by contacting us on our normal contact number.

We may still sometimes send communications by post, for example, notices about a breach of your agreement. This may be instead of, or in addition to, communications by electronic means.

It is important that you keep us updated with any changes to your contact details.

Please remember that you are responsible for checking your statements whether or not you receive a statement reminder.

Following a period of inactivity, we may remove your access to a digital servicing channel in order to protect your account information. If this happens, you simply need to re-register for access when you are ready.

If your account details or any other information about you changes, tell us straight away.

## 6. WHAT YOU CAN DO ON THE APP

In return for your agreeing to comply with these terms you may use the App to do the following:

- View the balances of any online savings accounts you have with us;
- View interest rates, interest frequency and interest method;
- View maturity dates;
- Withdraw funds from any "easy access" account you hold with us. Funds withdrawn may only be sent to your "link account";
- Transfer funds from any "easy access" account you hold with us to any other account you also hold with us (as long as the terms of that other account allows you to deposit funds in it).
- Change Touch ID/Face ID settings;
- Change PIN settings;
- View frequently asked questions (FAQs);
- View information on how to contact us;
- View disclaimers; and
- Log off from the App.

Please note that if you withdraw funds from your "easy access" account and that results in your remaining balance being less than the minimum permitted balance for that account, then your account will automatically be closed.

## 7. SECURITY

We won't ever phone you or send you an email asking for your security details. Nor will we ever ask anybody to do this for us. If anyone contacts you asking for your security details, they may be a fraudster. Tell us straight away on 0345 6056 050.

- The app gives you access to your bank accounts, so you need to make sure you don't allow anyone to log into your account through the app



- Always keep your phone or tablet secure and close the app if you're not using it. Don't let anyone see your PIN if you are viewing it on your app
- Some devices allow you to use your fingerprint or Face ID for logging into the app. If you enable this feature, then anyone whose fingerprint or Face ID is registered on your phone or tablet may be able to log into the app and access your accounts. Therefore, you must not activate this feature if you allow other people to access your phone or tablet using their fingerprint or Face ID. You should delete any other fingerprints or Face ID registered on the device first; otherwise, transactions made by anyone else who has their fingerprint or Face ID registered on the device will be treated as being authorised by you.
- Don't install or use the app on a jail-broken or rooted device. These have had their security features changed in order to work, which makes them less secure, and means that fraudsters could access your phone or tablet and steal your information or money.
- For security purposes, always use the latest version of the app.

## 8. HOW MUCH DOES IT COST TO USE THE APP

Your use of the App is free of charge. However, your internet or service provider may charge for using data on your smartphone or tablet device.

## 9. OPERATING SYSTEM REQUIREMENTS

The App requires a mobile or handheld device with either iOS 11 (or above) or Android Version 7 (or above) operating system. As the App continues to be enhanced, please refer to the Apple App Store or Google Play for up to date information on the minimum requirements (e.g. amount of memory) needed to be able to run the App on your mobile or handheld device.

## 10. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

**Online Resources.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at [www.rcibank.co.uk/support-centre/mobile-banking-app](http://www.rcibank.co.uk/support-centre/mobile-banking-app).

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at [hello@rcibank.co.uk](mailto:hello@rcibank.co.uk) or call them on 0345 6056 050.

## 11. HOW TO USE THE APP

To be able to use the App you will need to first have a savings account with us, and then follow the instructions below to register and activate the App:

- Go to the Apple App Store or Google Play and download the App;
- Once downloaded, open the App and confirm if you are one of our existing customers;
- Enter your online services User ID and Password;
- Provide the requested characters from your memorable security question;
- Create and confirm your 6 digit App PIN;
- Enable Touch ID/Face ID (if supported on your device); and
- Review and agree to these terms.

If we need to, we can refuse to register you for the app and limit how you use it.



## 12. HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- Download a copy of the App onto a mobile or handheld device and view, use and display the App on such device for your personal purposes only.
- provided you comply with the **“LICENCE RESTRICTIONS”** section (Section 15) below, make a copy of the App for back-up purposes; and
- Receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.
- The maximum number of devices that you can link to your account is ten. If you have ten devices linked and then access the app on a new device, the device that has not been used to access the app for the longest period of time will be deleted. If you would like to register that device again you will need to follow the steps described in the **“HOW TO USE THE APP”** section (Section 7).
- You can call us on 0345 6056 050 in order to de-register a device.
- If we detect that your device has been compromised in a way that may allow unauthorised or malicious software to be installed, we have the right to prevent you accessing the App using that device.

## 13. YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APP

You must be 18 or over to accept these terms and use the App.

## 14. YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App as set out above at **“HOW YOU MAY USE THE APP”** section (Section 8). You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

## 15. CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law, regulations or best practice or to deal with additional features which we introduce.

If we do need to change these terms, the next time you open the App the updated terms will appear, and you will need to read and accept these terms before you can proceed to use the App. If you do not accept the notified changes you will not be permitted to continue to use the App, and your right to use the App will end.

## 16. UPDATES TO THE APP

From time to time, we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

The App will always match the description of it provided to you when you install it on your device.



## **17. IF THINGS GO WRONG**

There are some things that we're not responsible for because, for example, they're out of our control or they relate to how your phone or tablet works. So we can't be responsible if you lose money because:

- You can't access the app for any reason or it's slow
- Any device, hardware or software you use with the app is damaged or corrupted or doesn't work
- The app doesn't work as you expect, doesn't meet your requirements or contains errors or defects or we don't correct these
- You don't receive a text or message in the app in time
- We're prevented from providing any service in part or in full because of something a third party does
- You do not update the app when prompted.

## **18. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device. We will not be responsible for any loss or damage, including, without limitation, any access to your bank accounts if a third party is able to access the App and your account.

## **19. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the App you agree to us collecting and using technical information about the devices you use the App on (for example the model of the device and its operating system) and related software, hardware and peripherals for security reasons, to improve our products and to provide any services to you.

## **20. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

## **21. WE MAY REVOKE YOUR RIGHT TO USE THE APP OR LOGIN DETAILS IN THE EVENT OF A SECURITY ISSUE**

If a security issue arises, or you inform us of one (for example that someone has accessed the App using your login details) we may revoke your login details (your username, password and App PIN). If we revoke your login details you will be issued with a password reset email and you will be able to reset your password and resume use of the App.

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If you no longer have a savings account with us then we may also end your rights to use the App at any time, as you will no longer have a need to use the App.

If we end your rights to use the App:

- we may revoke your login details immediately.
- you must stop all activities authorised by these terms, including your use of the App.
- you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

## 22. LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
  - comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

## 23. ACCEPTABLE USE RESTRICTIONS

You must:

- only use the App to view your savings accounts with us or make transactions in relation to those accounts;
- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running any service;
- follow all laws that apply to you when using the App.

## 24. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use them in accordance with these terms.

Our licensor is not a party to your contract with us, and makes no commitment to you (whether under this contract, any other contract or otherwise).

## 25. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill [, but we are not responsible for any loss or damage that is not foreseeable]. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. [However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.]

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App and the Services.** The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the app store site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

## 26. NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## 27. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## 28. EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 29. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

### If you're unhappy with something

If you're unhappy with the app or feel we have done something wrong, please contact us and give us the opportunity to investigate and resolve the matter. This also helps improve our service for all customers.

### If you remain unhappy

If after we have investigated you remain unhappy, you may be able to contact the Financial Ombudsman Service (FOS). The Financial Ombudsman is a free, independent service for resolving disputes between customers and financial services institutions. If you're eligible to make a complaint to the FOS, you'll need to contact them within 6 months of our final response letter – and they'll ask to see the letter as summary of our investigation of your complaint.

Web: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Phone (from a UK landline): 0800 023 4567

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

We're here to help, 7 days – if you have any questions, please e-mail [hello@rcibank.co.uk](mailto:hello@rcibank.co.uk) or call us on [0345 6056 050](tel:03456056050).

Braille, large print and audio versions available on request.