

Internet Banking and Mobile App terms of use

These Terms and Conditions will take effect from 20th July 2020.

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 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:

1. one of Our personal customers if You are using Internet Banking and/or the Mobile App in a personal capacity; or
2. one of Our business customers and when You click to accept these User Terms, You are representing (as applicable):
3. Your corporate body (for example, a limited company or a limited liability partnership);
4. Your unincorporated body (for example, a partnership, club, society or charity);
5. Yourself as a sole trader; or
6. 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 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 (PRA) and regulated by the Financial Conduct Authority (FCA) 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;**
 - 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

Internet Banking and Mobile App terms of use *(continued)*

INTERNET BANKING AND MOBILE APP TERMS OF USE *(continued)*

- 18 (eighteen) years old and resident of the United Kingdom to register an Account with Us. If you are creating 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 (except a Third Party Payment Provider) 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;
 - 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, or an option to save a device as 'trusted'. Please note that browser and device profiling may take place to benefit You and to keep Your Account secure;
 - v. Your device may be capable of utilising Apple Touch ID, Apple Face ID, Android Face Unlock and/or Android Fingerprint and if it does, may also be capable of allowing multiple users to register their fingerprint and/or face with Your device. If that is the case, before You use Your device for Internet Banking and/or the Mobile App You must delete any fingerprints or faces that are registered with Your device that are not Yours, because anyone that has their fingerprints or faces registered may be able to log in to the Mobile App and/or Internet Banking and make transactions on Your Account. We will treat any transactions made with Your device as being authorised by You.
- c. Keeping Your username, password and other information to access Your Account secure and confidential, as required by Paragraph 2(b)(ii) does not apply to giving that information to a Third Party Payment Service Provider (a "TPP").
- d. A Third Party Payment Service Provider is a regulated payment initiation service provider or a regulated account information service provider who is authorised or registered to do so by the FCA or an equivalent European regulator and who You have authorised to access and collate account information or initiate payments to third parties on Your behalf.
- e. You may extend permission to a Third Party Payment Provider to access Internet Banking on your behalf to:
- i. view account balances and transactions; and
 - ii. transfer money between accounts.
- f. Metro Bank has the right to prevent the TPP's actions if it believes that the TPP is acting in a fraudulent way. Metro Bank may refuse to allow a TPP access to your Account where it is concerned about unauthorised or fraudulent access by that TPP. In the event that we block or prevent a TPP's access or actions, we will notify you.
- g. If You are a business customer, Your directors, partners, employees, workers, contractors or other representatives or advisors of Your business (each a "Business User") may have access to Your Account by way of Internet Banking and/or the Mobile App. All Business Users must have their own individual username and password to access Your Account by way of Internet Banking and/or the Mobile App. You must not share Your username or password with any of Your Business Users.
- h. You are responsible and liable for all activity on Your Account. It is Your sole responsibility to monitor and control access to and use of Your Account including, if you are business customer, any access to or use of Your Account (whether by way of Internet Banking and/or the Mobile App or otherwise) by any of Your past, present or future Business Users. You are and will remain responsible and liable for any breach of these Use Terms by any of Your Business Users as if such breach was carried out by Yourself.
- i. You must ensure that any instructions, information and/or data 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 www.metrobankonline.co.uk/about-us/legal-information/. You are responsible for any losses You suffer if the instructions, information and/or data You submit are incorrect.
- j. 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 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.

Internet Banking and Mobile App terms of use *(continued)*

INTERNET BANKING AND MOBILE APP TERMS OF USE *(continued)*

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. If you are a business customer You may also use the Mobile App to:
- i. manage Your receipts using the receipts capture functionality ("Receipts Capture Functionality"). The Receipts Capture Functionality allows You to capture, store, filter edit and tag business receipts as well as to link Your business receipts to bank transactions in the Mobile App;
 - ii. (at your choice) register for an account with Clear Books Limited to use its cloud accountancy software ("Clear Books") on a subscription basis at a discounted price. If You choose to do so, You can:
 - (1) log into and access Clear Books through the Mobile App; and
 - (2) at Your choice, send Your bank transaction data from the Mobile App to Clear Books.
- d. The list of functionalities set out in clauses 4(a) - 4(c) above for both Internet Banking and the Mobile App is not exhaustive and is subject to change by Us. In addition, where you are a business customer, Your Business Users access to and use of any functionality may be limited according to Your business permissions and mandates.
- e. 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.
- f. You may not be able to access all of Our products and services on Internet Banking 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 any 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 or any functionality of the same;
 - iii. attempt to gain unauthorised access to any materials other than those to which are publicly available or available within Your Account;

Internet Banking and Mobile App terms of use *(continued)*

INTERNET BANKING AND MOBILE APP TERMS OF USE *(continued)*

- iv. upload, 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 which is false or fraudulent or in violation of any law (including data, photographs, images 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:
 - (1) to deliver the services or any functionality of Internet Banking and/or the Mobile App; or
 - (2) 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. In addition, if You are a business customer, when using Internet Banking and/or the Mobile App to access Your Account You agree:
- i. that when uploading or submitting any photographs of receipts or other related images, information or data via the Receipts Capture Functionality, You grant to Us the right to modify, use, link and store such photographs, images, information and data as necessary for Us to both test, maintain and provide the Receipts Capture Functionality;
 - ii. that You shall not upload photographs or images of, or to submit data related to, any receipts via the Receipts Capture Functionality that are not directly related to Your business. You acknowledge that all persons who have permission to view Your Account will be able to view all photographs and images of, and data related to, all receipts linked to Your Account;
 - iii. that You shall not input, submit or upload any photograph, image, data or other content via the Receipts Capture Functionality which:
 - (1) is not directly related to a business receipt;
 - (2) is obscene, indecent, pornographic, offensive, defamatory or threatening or which contains any false or counterfeit information; or
 - (3) contains special category or sensitive personal data (being data that contains information concerning someone's physical or mental health, race, political opinion, trade union membership, sexual orientation or religious beliefs or any biometric data);
 - iv. You are responsible for all photographs, images, content or data You submit or upload via the Receipts Capture Functionality and for ensuring the legality, appropriateness and ownership of the content and data submitted, regardless of who such photographs, images content or data is submitted or uploaded by. You shall indemnify Metro Bank against all losses, damages, expenses and other liabilities incurred by Metro Bank from any claim by a third party that any photographs, images content or data submitted via You or by way of Your Account violates any of these User Terms and/or infringes upon the intellectual property rights of any third party;
 - v. and acknowledge that any output or data created, reproduced, extracted or interpreted using the Receipts Capture Functionality may not be accurate. It is Your responsibility to check and ensure that output or data created or extracted by the Receipts Capture Functionality is accurate and complete; and
 - vi. if You should find, see or obtain by any means any part or portion of the source code of any part or functionality of the Mobile App, You will promptly notify Us and take any action reasonably requested by Us to protect the source code, and refrain from any publication or dissemination of the source code.
- c. 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.
- d. Internet Banking and/or the Mobile App may contain links to third party websites, software 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. Clear Books

- a. If You are a business customer and You are considering signing up for a discounted subscription to access and use Clear Books, You must decide whether or not to do so based on your own assessment of whether or not Clear Books meets your specific business needs and requirements.
- b. Should You choose to sign up for Clear Books by way of the Mobile App You agree:
 - i. and acknowledge that it was Your choice to do so, notwithstanding that You did so through the Mobile App;

Internet Banking and Mobile App terms of use *(continued)*

INTERNET BANKING AND MOBILE APP TERMS OF USE *(continued)*

- ii. and acknowledge that Clear Books Limited is a separate legal entity to Us and your use of Clear Books and your relationship with Clear Books Limited will be governed by the terms of use that you enter into directly with Clear Books Limited. We are not responsible for the content of such terms of use; and
- iii. we may redirect you to Clear Books Limited's website, share Your data with Clear Books Limited and accept data shared with us by Clear Books Limited as required:
 - (1) for You to complete Your registration with Clear Books Limited for Your subscription to use Clear Books;
 - (2) to enable You to access Clear Books through the Mobile App and to share Your bank transaction data from the Mobile App to Clear Books;
 - (3) to respond or redirect any queries and/or support issues You may have in relation to the Mobile App and/or Clear Books;
 - (4) to analyse the performance of and the links between the Mobile App and/or Clear Books to ensure that the Mobile App and Clear Books are communicating effectively and correctly; and
 - (5) for statistical and reporting purposes to manage the relationship between Us and Clear Books Limited.

Where such data contains personal data, this will be dealt with by us in accordance with Our Privacy and Security Statement. Please see paragraph 7 below for further details.

7. 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 www.metrobankonline.co.uk/about-us/privacy-and-security/

8. 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 or any functionality within the same may be unavailable due to Your lack of network connectivity, 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.

9. 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: 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 functionality, 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 or any photographs or images which You take and upload or submit to the Mobile App), 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. No ownership rights to the intellectual property rights in any part or functionality of the Mobile App of any kind are transferred under these User Terms. You do not have any rights to such intellectual property except as expressly set out in these User Terms.

Internet Banking and Mobile App terms of use *(continued)*

INTERNET BANKING AND MOBILE APP TERMS OF USE *(continued)*

10. 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 Our liability.
- b. If you are a personal customer, 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).
- c. If You are a business customer, We exclude to the fullest extent permitted by law:
 - i. all liability to You for any loss, damages, fines, costs or expenses of any kind that You may suffer, including any HMRC fines or penalties of any kind or any loss of profit, loss of business, loss of time or loss of data, whether direct or indirect, as a result of Your use of Internet Banking and/or the Mobile App; and
 - ii. all responsibility or liability to You for any losses you may suffer by way of using Clear Books or otherwise due to receiving services from Clear Books Limited or for any act, omission or negligence of Clear Books Limited.
- d. Metro Bank Liability for TPP's actions:
 - i. Where a payment from Your Account initiated by a TPP is identified as being defective or non-executed by the TPP, We will refund the amount of the defective or non-executed payment to Your Account.
 - ii. We are not liable for any payments made through a TPP from Your Account which are successfully authenticated via the TPP and/or Metro Bank.
 - iii. We are not liable for the actions of any TPPs authorised by You when that TPP accesses Your Account or initiates payments from Your Account.

11. 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.

12. 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

13. Termination

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

Customer Care
One Southampton Row
London
WC1B 5HA

Internet Banking and Mobile App terms of use *(continued)*

INTERNET BANKING AND MOBILE APP TERMS OF USE *(continued)*

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.

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 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:

Dan Frumkin
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**.

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:

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.