

Triodos Bank.  
These are our  
Terms and Conditions  
for our Mobile Banking App.

#### IMPORTANT NOTICE:

Please read these app terms carefully as they apply to the Triodos Mobile Banking Application (“Banking App”) and form the agreement between you and us, Triodos Bank (‘Triodos’, ‘we’ or ‘us’), whether accessed for use by you on a mobile, tablet or any other device used to connect to the internet (“Device”).

Operating system requirements: the Banking App may not be available on some operating systems, such as Windows Mobile.

By downloading or running the Banking App, or clicking on the “accept” button below, you are confirming your acceptance of these App Terms.

If you do not agree to these App Terms, you may not use the Banking App.

These App Terms apply in addition to the terms and conditions that apply to any bank account or service you can access using the Banking App. The terms and conditions that apply to your bank accounts or services can be accessed on our website [www.triodos.co.uk](http://www.triodos.co.uk). In the event that the terms and conditions of a bank account or service you use with us conflict with these App Terms then you agree that these App Terms will apply.

Only you and us will have any rights under these App Terms.

You should print a copy of these App Terms for future reference.

## Services

- 1 Our Banking App will allow you to access and receive some of our online banking services in a format which is easier to view on a Device.
- 2 You can only use the services provided under the Banking App if you hold a personal current account with us.
- 3 Services available on the Banking App may vary depending on your Device. You are responsible for ensuring that your Device is capable of operating the Banking App. We cannot guarantee that the Banking App will continue to be compatible with your Device. The Banking App may give you access to view your savings account, current accounts and investment accounts (including access to stocks and shares ISAs) held by us. Depending on your banking product, you may be able to manage the accounts in the Banking App. For further details of the features available please see our website [www.triodos.co.uk](http://www.triodos.co.uk).
- 4 Where you are able to manage the accounts on your Banking App and require payments to be made to new or existing payees then different payment limits to the online banking service may apply. Please see our website for further information.

## Registration process

- 5 You will need to download and register for the Banking App before being able to access the services via the Banking App. In order to complete the process you will need to review these App Terms, scroll down to the bottom and tick the box to tell us that you and have read and understood these App Terms. By ticking the box at the bottom of these App Terms you accept that these App Terms will apply to your use of the Banking App.

- 6 You will need access to one of our green digipasses (“digipass”) before you can register for mobile banking. If you do not already have an Identifier then please contact us.
- 7 After you have downloaded the Banking App you can log onto the Banking App and complete the registration details. By completing the registration process you will be able to access the services available to you via the Banking App on your particular Device.
- 8 When you register for mobile banking, we will ask you to provide an identification number. You will be able to find this on the sticker on the back of your digipass.
- 9 You will then need to input your digipass pin followed by a one-time secure passcode which will be given on the screen. Your digipass will then display a code for you to input into your app.
- 10 On logging into the Banking App for the first time you will be asked to create a new passcode for accessing your account. When choosing a passcode please do not pick one that will be easy to guess such as your house number or your date of birth or that of your partner, parents or children.
- 11 You will need to remember this passcode each time you log onto the Banking App using the same Device.
- 12 If you would like to change your passcode you will need to delete the Banking App from your Device and download it from an Appstore and complete the registration process again.

## Our licence to you

- 13 We remain the owners of the Banking App at all times. Our ownership includes all copyright and other intellectual property

rights in the Banking App. Your use of the Banking App is governed by these App Terms which is subject to any terms, rules or policies applied by any appstore provider or operator from whose site you downloaded the Banking App, including those located at <https://play.google.com/store/apps> (Android) or at <https://itunes.apple.com> (IOS) (“Appstore”) (together Appstore Rules). You agree to comply with the Appstore Rules, in addition to these App Terms.

- 14 By downloading or running this Banking App you agree we give you a non-exclusive, non-transferable licence to use the Banking App for your own non-commercial purposes, subject to these App Terms, including the App store Rules. You may not allow anyone else to use the Banking App. You must not use the Banking App to provide any service (paid or otherwise) to any other person. For further information on the terms of your licence please see the Restrictions on your use of the Banking App section below.

## Security

- 15 You must keep your Device and the security details you use to log on to the Banking App safe at all times.
- 16 Please do not leave your Device unattended. The Device must be protected against unauthorised use by a pin, password or other lock method. You may be responsible for unauthorised payments made from your accounts if you have not kept your Device and your security details safe.
- 17 You must not disclose your security details, including your passcode, to any other person or record it in any way that may result in it becoming known to another person.

18 We will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive such a request then you must not supply your security details to them.

19 If you know or suspect that someone else has your security details you must deactivate mobile banking from your Device and contact us immediately. You must do this by sending an email to **contact@triodos.co.uk** or by telephoning us on 0330 355 0355. If you do not inform us and your security details are used by someone else you will be responsible for any unauthorised transactions on your account. Examples of security risks include:

- if transactions have been made by someone other than you, a joint account holder or an authorised representative; or
- when a Device has been stolen or lost.

20 After you tell us using the contact details above that you know or suspect someone knows your security details, we will stop transactions being carried out on your account using the Banking App.

21 If we suspect fraudulent or suspicious transactions are being carried out on your account, we may suspend access to all or part of the Banking App.

## Charges

22 We do not charge you for registering or using the Banking App. However, your network operator may charge you for mobile internet access to the Banking App and these charges may vary if you access the Banking App from outside of the UK. You are responsible for these charges.

## Restriction on your use of the banking app

23 You can only download and use the Banking App on a Device belonging to you or under your control. You must not use the Banking App on Devices that are not under your control.

24 If you would like to access your mobile banking on more than one Device you will need to register each additional or replacement Device separately.

25 You can only use the Banking App for mobile banking with us and for no other purpose.

26 The right to use the Banking App is given only to you and you must not give any rights of use or any other rights in respect of the Banking App to any other person.

27 You may not use the Banking App for any commercial purpose, for any unlawful purpose or in any manner that is inconsistent with these App Terms.

28 You must not attempt to circumvent any security features of the Banking App. You are responsible for the security of your Device and you must take appropriate steps to avoid any virus or malware infecting your Device as this may compromise the security of the Banking App.

29 You must not copy, reproduce, alter, modify or adapt the Banking App or any part of it.

30 You must not carry out reverse engineering of the Banking App.

31 You must not remove or tamper with any copyright notice attached to or contained within the Banking App and you agree that all ownership of the Banking App remains with us.

32 If your right to use online or mobile banking is terminated, all rights given to you in respect of the Banking App will end immediately.

33 Where you breach any part of these App Terms we may take legal action against you.

## Updates and additional services

34 We reserve the right to withdraw and make changes to the services available to you via the Banking App at any time. We will notify you of changes to the availability of those services. These App Terms apply to all changes, updates, upgrades, supplements, add-on components and new versions of the Banking App that we may make available to you, unless we provide other terms along with the update, upgrade, supplement, add-on component, or new version.

35 From time to time updates to the Banking App may be issued through the Appstore. Depending on the update, you may not be able to use any services provided via the Banking App until you have downloaded the latest version of the Banking App and accepted any new terms.

36 In order to ensure that the Banking App is functioning at its best, from time to time we may ask you to upgrade to a newer version of the Banking App. In addition, we may find it necessary to send you automatic fixes or support files. We will not be responsible in any way for your use of or failure to use any update, upgrade, supplement, add-on component or new version of the Banking App.

## Changes to these app terms

37 Occasionally we may make changes to these App Terms. When we make

significant changes we will notify you in advance by sending you an SMS, secure message or email with details of the change or notifying you of a change when you next start the Banking App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Banking App.

## Privacy statement

38 Our Privacy Statement, which applies to the Services, forms a part of these App Terms, and is available at [tridos.co.uk/privacy-statement](http://tridos.co.uk/privacy-statement). The Privacy Statement may vary from time to time.

## Our responsibilities and limits on our liability to you

39 The Banking App is provided 'as is' and with no express or implied representation, guarantee or agreement of any kind as to its functionality or availability. You use the Banking App at your own risk and we are not responsible for any losses you may incur due to the functionality of the Banking App.

40 We are providing you with access to the Banking App for free so we will only accept responsibility for losses suffered by you where the Banking App causes damage to your Device. In these circumstances, the full extent of our liability to you is limited to the cost of repairing your device up to the cost of replacing it if necessary, on a like for like basis. The Banking App will, when properly used by you in accordance with these App Terms and with an operating system for which it was designed, perform substantially in accordance with the functions described in the Banking App. We give no undertaking that the Banking App will be of a particular quality or fit for a particular purpose except as described in the

Banking App. While we will try to ensure that the use of the Banking App will be uninterrupted or error free and will not infringe any third party rights, we do not give any guarantee of this.

41 We do not seek to exclude or limit our liability for death or personal injury caused by negligence, or for fraudulent misrepresentation, or any other liability which may not be excluded by law.

42 If you breach these App Terms, you will be responsible for our losses and costs resulting from your breach.

43 We may transfer our rights and obligations under these App Terms to another organisation, but this will not affect your rights or our obligations under these App Terms.

44 Advice about your legal rights is available from your local Citizens' Advice Bureau.

45 Nothing in these App Terms will exclude or limit any of your rights under law as a consumer.

## Cancellation, suspension and termination

46 You can cancel your use of the Banking App at any time by deleting it from your Device. If you terminate all your personal current accounts with us we may terminate your access to the whole or part of the Banking App on all Devices.

47 If you have not used the Banking App for a period of time we reserve the right to deactivate your access to the Banking App.

48 We can suspend or stop your use of the Banking App at any time if you breach these App Terms.

49 We reserve the right to suspend or terminate your use of the Banking App at any time for business, operational, regulatory, legal or other reasons. We do not guarantee to continue to make the Banking App available.

50 On termination of these App Terms for any reason, all rights granted to you under these terms immediately cease and you must immediately stop using the Banking App.

51 If we suspend or terminate your access to the Banking App we will try to inform you in advance using the contact details you have provided. We may not be able to do so in every case, e.g. for a legal or security reason or for reasons outside of our control.

## Access to the banking app

52 Whilst we try to ensure that the services on the Banking App are normally available 24 hours a day, we cannot be held responsible if, for any reason, the service is unavailable at any time or for any period.

53 Your access to mobile banking may be suspended temporarily and without notice in the case of system failure, maintenance, updates or repair or for reasons beyond our control.

54 Although we make all reasonable efforts to ensure that the Banking App is bug and virus free, we cannot provide any guarantee in this respect.

55 We do not guarantee that the Banking App will be compatible with your Device. While we try to provide the Banking App using all reasonable care, where you have not complied with our express instructions regarding installation and/or tried to use a non-specified operating system, we cannot be held responsible for any corruption or loss of data held on

your computer, or any damage caused to your Device resulting from your use of the Banking App.

## Law and jurisdiction

- 56 These App Terms are governed by English law. Any disputes you and we cannot settle may be resolved by the courts in the country where you live but only in accordance with English law. Any communication we send you will be in English.

## About us

- 57 Triodos Bank NV is incorporated under the laws of the Netherlands with limited liability, registered in England and Wales

BR3012. Authorised by the Dutch Central Bank and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. Firm reference number is 183366. We are also registered with the UK Information Commissioner's Office with registration number (registration number Z6794013).

## Contact us

- 58 If you have any questions about these terms, please contact us by email on **contact@triodos.co.uk** or phone on **0330 355 0355**.

Freephone: 0330 355 0355  
contact@triodos.co.uk  
www.triodos.co.uk

Calls to and from Triodos Bank may be recorded for training and monitoring purposes.

Triodos Bank NV (incorporated under the laws of the Netherlands with limited liability, registered in England and Wales BR3012). Authorised by the Dutch Central Bank and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. Registered office: Triodos Bank, Deanery Road, Bristol BS1 5AS.

©Triodos Bank NV 2018