

# Mobile Banking service Terms and Conditions

Effective from 22 August 2022

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## Introduction

This document contains the Conditions applicable to Our Mobile Banking service (the 'Service'). These Conditions are in addition to Your Account Terms.

If there is a difference between these Conditions and Your Account Terms, then these Conditions shall apply in respect of Your use of the Service. If there's a difference in respect of other aspects of Your Account, then Conditions in Your Account Terms shall apply.

## Definitions

Terms used in these Conditions should be interpreted as defined in the General Terms and Conditions, with the exception of the following additional items:

**'Agreement'** means the agreement You enter into with Us which comprises these Conditions, Your Account Terms and Our Website Legal details;

**'Conditions'** means these Conditions;

**'Instruction'** means any instruction which is given to Us through any of this Service using Your Security Details;

**'Mobile Device'** means a telephone or other device with access to a cellular radio system that allows users to make and receive telephone calls, text messages and utilise data services among other features, that can be used over a wide area without a physical connection to a network and through which You may access and use any service such as a mobile smartphone, tablet computer, or similar service;

Please read these Conditions carefully. You can ask for a copy of these Conditions at any time via Our Website or by contacting Us.

**'PIN'** means the personal identification number created by You when first accessing Our mobile banking app;

**'Service'** means Our Mobile Banking service accessed via Our Santander International mobile banking app;

**'Website Legal'** means the conditions of use which govern the use of Our Website and which can be found on Our Website;

**'You'** and **'Your'** means the person who registers for or activates the Service;

**'Your Equipment'** means all such compatible equipment and devices, software, communication lines (including public communication lines) and other Mobile Devices used and required by You to properly access any of the Service.

### 3. The Service

- 3.1 With Our Service, You can access information about Your Account, give Us instructions, generate One Time Passcodes for use with Our Online Banking service and use other functionality that We make available from time to time.
- 3.2 You must hold at least one active Account with Us and be registered for Our Telephone Banking service and Online Banking service before You register for Our Service. To register for the Service, you will need to provide a personal email address and mobile phone number to Us. Once registered for the Service You can access the Service using Our Santander International mobile banking app.
- 3.3 By registering for the Service, You will no longer receive paper Statements through the post. Instead online Statements will be available in the Online Banking Service and Statements relating to the preceding calendar year will be available to download via the Service. If You hold an Account jointly with another person, they will no longer receive paper Statements through the post for the Account(s) they hold with You after You have registered for the Mobile Banking service. You, and any person You hold an Account with, can contact Us at any time to change from online Statements to paper Statements sent through the post.
- 3.4 We will provide or ask You to set Security Details for access to the Service. These could include a password, security code, memorable information or biometric data (such as face recognition or fingerprint). We may change these requirements at any time.
- 3.5 If You are a joint Account holder, each person named on the Account can register for the Service. Each joint Account holder will have separate Security Details to access and use the Service.
- 3.6 Please refer to Condition 8 for details on giving Instructions via the Service.

### 4. The Santander International mobile banking app end user license agreement

- 4.1 You use the Santander International mobile banking app under license from Us on the terms set out below. This license is non-transferable, non-assignable and non-exclusive.
- 4.2 You are not permitted, and will not be able to, download, install or use the app on a Mobile Device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken and rooted means that the Mobile Device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. If We detect that Your Mobile Device has been jail-broken, rooted or had its security settings compromised in any other way We shall be entitled to prevent You from using the app.
- 4.3 In using the app, You must:
- o Use the app only on a Mobile Device that You own or control and only to access the Service;
  - o Not sub-license, assign or claim to exercise any rights in relation to the app;
  - o Not copy or reverse engineer, amend, alter or adapt any part of the app; and
- o Accept the terms of this license without making any amendment to them.
- 4.4 The license referred to in this Condition 4 commences when You first install the app and will continue until You stop using the Service. If You stop using the Service, You should delete the app from Your Mobile Devices. By using the app, You will be deemed to accept the terms of this license.
- 4.5 Any update to the app will be made available through the Apple app store and Google Play or other application stores the app is available from. We will not be responsible for providing updates to You in any other way.
- 4.6 We are solely responsible for the app and should You wish to raise any complaint concerning the operation of the app, You should contact Us rather than the relevant app store.
- 4.7 If a third party claims that the app or Your use of it infringes their rights, You will give Us any reasonable assistance We require to investigate and defend that claim.

- 4.8 By using the app, You confirm that You are not located in a country which is subject to any embargo by the United States of America ('the US'), is considered a terrorist-supporting country by the US and You are not prohibited from accessing the app as a result of being listed on any US Government restricted parties lists.
- 4.9 You understand that by using the app the authorised app providers and their subsidiaries are third party beneficiaries of the license, and may enforce the license in this capacity.

## 5. Access to the Service

- 5.1 If You do not register a mobile phone number and personal email address with Us You will not be able to access the Service. The Mobile Device registered must be able to receive calls and automated text messages from Us.
- 5.2 We may make operational changes to the way that the Service is accessed at any time. We will tell You about such changes by either placing a message on Our Website, via Your Mobile Device, or by text, email or by post.
- 5.3 You are responsible for maintaining Your Mobile Device, for ensuring that it is compatible with the Service and for downloading the latest version of the app.
- 5.4 Occasionally, We may need to carry out maintenance that could limit the availability of the Service.
- 5.5 We shall use reasonable endeavours to keep the Service free from viruses and corrupt files but cannot guarantee this. You should ensure that You have appropriate anti-virus software installed on any Mobile Device that You use to access the Service. We shall not be liable for any loss or damage You suffer if Your Mobile Device is affected by a virus or corrupt file unless such loss or damage is the direct result of Our negligence or deliberate default.

## 6. PIN and One Time Passcodes

- 6.1 To register for the Service You will need to register Your mobile phone number and personal email address to receive a One Time Passcode that We will send to Your registered Mobile Device or registered email address.
- Once You have successfully registered for the Service You will need to set up a six digit PIN for Our mobile banking app on Your Mobile Device to allow access to the app.
- If Your Mobile Device is so enabled, You will be able to use biometrics instead of the PIN by way of face recognition or finger print for activities such as logging in or when You have taken action to access the Service or We wish to verify Your identity. You will also need to use the PIN or biometrics to verify and complete certain transactions and requests, such as adding a payee or making a payment, whilst using the Service.
- 6.2 The mobile banking app will also allow You to generate Your One Time Passcodes for when You are using Our Online Banking service. The One Time Passcodes will be required to verify and complete certain transactions whilst using Our Online Banking service.
- 6.3 You must take all reasonable precautions to prevent anyone else from accessing your Mobile Device and must never disclose your PIN to anyone, even if they claim to be Our employees or agents or the police. We will never ask You to disclose Your PIN.
- 6.4 One Time Passcodes sent to Your registered email address are automated and should never be responded to. We will never ask You to respond to an email containing a One Time Passcode.

## 7. Security

- 7.1. You must take reasonable security precautions to keep Your Account safe when using the Service, including:
- o Not choosing a PIN or other Security Details which may be easy to guess, such as Your date of birth;
  - o Memorising Your Security Details and securely destroying anything containing Security Details as soon as You receive it and writing Security Details down only in a way that cannot be understood by others;
  - o Never using computer software or a computer browser facility to record Your Security Details apart from Your identification which You may choose to store on Your Equipment;
  - o Never allowing anyone else to use Your Security Details;
  - o Only providing Security Details to Us when accessing Our online and mobile services or when You have called Our Telephone Banking service. When You give any Security Details over the phone, You must make sure that You cannot be overheard;
  - o Never providing Your Security Details in response to an email; only respond to an email if You are confident it came from Us;
  - o Never responding to an automated One Time Passcode text message or email; always use Our contact details that you have checked against Our Website or documentation;
  - o Only accessing the Service via Our app and in a way that You are satisfied that no other person can see or copy Your Security Details;
  - o Ensuring any information shown or stored on Your device is kept secure, that the device is locked when You are not using it and that You log out when exiting the Service;
  - o Protecting Your device with up-to-date anti-virus and firewall software; and
  - o Not accessing Your Account from a device using public WI-FI.
- 7.2 To stay secure where You have other fingerprints or faces registered on Your Mobile Device, for example family sharing, You should either delete all other fingerprints or faces registered to ensure that only You can access the app or You should not enable fingerprint or face log on for the app.
- 7.3 Our digital services may use Your location data or information about Your device in order to prevent and detect fraud. For example, We may check if You are in the country where Your payments are being made in instances where We suspect fraud on Your Account. We will not use this information for any other purpose. We will ensure that in providing the Service that Your personal data is used in accordance with data protection legislation and Our privacy policy, a copy of which is available on Our Website.
- 7.4 We will never contact You to ask You to reveal Your Security Details; nor will the police, tax authorities or other government agencies.
- 7.5 Further details on keeping Your Accounts safe can be found on Our Website and at [www.banksafeonline.org.uk](http://www.banksafeonline.org.uk). You must follow any other guidance We give You about keeping Your Security Details and Mobile Device secure.
- 7.6 If you receive a suspicious email please do not open it or click on any links contained within it, instead report this immediately by forwarding the email to [phishing@santanderinternational.co.uk](mailto:phishing@santanderinternational.co.uk)
- 7.7 You must contact Us immediately in accordance with Your Account Terms and change Your Security Details should any of the following occur:
- o You change Your registered phone number or registered email address, or if one or other is no longer under Your control;
  - o Your Mobile Device is lost or stolen;
  - o Your contract with Your mobile phone network operator ends;
  - o You suspect that someone else knows Your Security Details; or
  - o You think Your Security Details have been misused.
- If You fail to tell Us immediately then We are not responsible if Your Account information becomes known to someone else where We have continued the provision of the Service unaware that a third party has gained access to Your Equipment or of any loss that You may have suffered.
- 7.8 You must tell Us as soon as You can if You become aware of any error or any suspected error in the Service or in any transaction resulting from using the Service. You should check Your Account Statements carefully.

- 7.9 We may ask You to change Your Security Details at any time and for any reason. You must change Your Security Details if We ask You to. We will tell You how to use Your Security Details and how and when You need to change them.
- 7.10 If We make any change to the security procedures (such as to Your Security Details) We will tell You of Our intention to do so beforehand, unless We are unable to tell You beforehand, in which case We will tell You immediately after We do so.
- 7.11 We can withdraw or suspend Your Security Details with immediate effect:
- o If We believe that this is necessary for security reasons; or
  - o To prevent suspected unauthorised or fraudulent use of Your Account; or
  - o Where there is a significantly increased risk that You will not be able to repay any money You owe Us; or
  - o For any reason provided for in Your Account Terms.
- 7.12 If We withdraw or suspend Your Security Details, We do not have to tell You that We are withdrawing Your Security Details, if doing so would compromise Our security or be unlawful.
- 7.13 You can request new Security Details by speaking to Us at one of Our branches or by using Our Telephone Banking service. We can then reactivate and/or replace Your withdrawn Security Details as soon as possible, provided that the reason for their withdrawal or suspension no longer exists.
- 7.14 We may, without obtaining Your prior permission, give information to the police or to a regulatory authority about You with regard to any misuse or abuse of Your Security Details or of the Service.
- 7.15 We take all reasonable steps to safeguard the security of Your confidential information when You use the Service but We cannot guarantee the security of any confidential information that is transmitted through the internet or via a mobile phone network.
- 7.16 You must always exit the Service (including via any Mobile Device or mobile phone) when leaving Your Equipment unattended and before You allow anyone else to use Your Equipment. For Your security You will be automatically logged out of the Service after ten minutes of inactivity.
- 7.17 You agree that You will notify Your mobile phone network provider if Your registered Mobile Device is lost, stolen or no longer under Your control.
- 7.18 You agree that You will follow the security procedures which are recommended by the manufacturer or service provider of the computer or Mobile Device which You use to access our Service.
- 7.19 Please act on any additional instructions We give You. Any additional instructions will reflect good security practice, taking account of developments in e-commerce.
- 7.20 It is a condition of Your use of Our Service that You follow the safeguards set out in these Conditions.

## 8. Instructions

- 8.1 When using the Service You must follow any instructions and adhere to any guidance We issue in respect of the Service. We may vary Our instructions and guidance at any time. We will tell You about changes either on Our Website or in writing to You. You should always check that You are complying with Our most up to date instructions/guidance.
- 8.2 For security reasons, it is a Condition of Your Account and of Your use of the Service, that We are satisfied of Your identity. Accordingly, We will be entitled to not act on Your Instructions if We are in doubt as to Your identity.
- 8.3 Whenever You use the Service the use of Your Security Details authorises Us to act on any Instruction We receive and provide the service You requested and We will treat Your use of Your Security Details as Your consent to conduct any payment or other instructions You give to Us using the Service. If necessary such authorisation shall allow Us to debit Your Account(s) with any amount(s) We have paid or charges You have incurred in connection with any such Instruction, even if the Instruction has not been authorised by You. However Your liability for transactions carried out in connection with Instructions You have not authorised will be limited in the manner described in Your Account Terms.

- 8.4 You should always be sure that You know the person You are sending money to and that You are happy with the reason You are sending money. You can find advice and guidance on how to avoid becoming a victim of common scams within the Security Centre content of Our Website.
- 8.5 You must make sure that Your Instructions and any information You give to Us is accurate and complete. If You do not and You suffer a loss as a result of inaccurate or incomplete Instructions, We shall not be liable. It is therefore important that You take care when issuing any Instructions.
- 8.6 For unauthorised, incorrect and failed payments, please see Your Account Terms. We have the right not to refund any unauthorised transactions on Your Account in the circumstances listed in Your Account Terms and these Conditions.
- 8.7 You will be liable for all transactions or payments requested from Your Account using the Service and/or any charges or interest incurred on the Account as a result of any of those transactions or payments or payment requests in the following cases:
- o Any misuse, fraud or abuse of the Service by You; or
  - o You have disclosed Your Security Details to another person; or
  - o You failed to follow any of the safeguards set out in these Conditions and Your Account Terms.
- 8.8 If You dispute that You have carried out a transaction using the Service We will investigate and shall expect You to co-operate with Us and the police in any investigations.
- 8.9 We may place messages or directions on our Website (including notices of changes to the Service and changes to these Conditions, in addition to notifying You of any changes to these Terms and Conditions in accordance with Condition 12 below). You should check Our Website regularly for such messages or direction. It is Your responsibility to ensure that You update Us on any changes to Your mobile phone number, email address and other contact details.

## 9. Using the Service abroad

- 9.1 The Service uses a high level of encryption, which may be illegal in some countries outside of the UK and the Crown Dependencies. You should not access the Service from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by You as a result of You breaking any local law by using the Service from outside of the UK and the Crown Dependencies.

## 10. Specification and performance of the Service

- 10.1 We may change the minimum specification You require to access the Service and make operational changes to and alter the Service currently available at any time. We will always notify You of such a change by either placing a message on our Website, or by writing to You. If a change in specification results in Your Equipment becoming incompatible with Our Service, the requirements of the Service or in You being unable to perform all of the functions of the Service previously performed, You are responsible for replacing or modifying Your Equipment so that You may properly access the Service.
- 10.2 You are responsible for obtaining and maintaining Your Equipment and for ensuring that it is compatible with the Service and that You are authorised to use Your Equipment where You do not own it or a third party has rights in relation to it (for example, third party software licences or ownership of Mobile Devices). We have no responsibility or liability with respect to Your Equipment.
- 10.3 You must pay all telephone, mobile, internet service provider and other charges You incur in accessing and using the Service.



- 10.4** We cannot guarantee:
- The speed at which You will be able to access and use the Service;
  - Your ability to receive or the speed with which You will receive One Time Passcodes; and
  - That You will have uninterrupted or continuous access to the Service.
- 10.5** We shall use reasonable endeavours to keep the Service free from viruses and corrupt files but due to the nature of the Service (in particular the fact that the Service uses the internet to communicate with You) We cannot guarantee that the Service is and will continue to be free from infection by viruses or anything else with contaminating or destructive properties. We recommend that where practicable You 'virus check' information We send to You through the Service. We shall not be liable for any loss or damage You suffer if Your Equipment is affected by a virus or damage is the direct result of Our negligence or deliberate default.

## 11. Termination and suspension of Service

- 11.1** This agreement does not have a fixed duration so will continue until either You or We end it.
- 11.2** You can cancel Your use of the Service at any time by calling Us 08000 84 28 88 or +44 (0)1624 641 888 if phoning from overseas or by writing to Us at PO Box 123, 19-21 Prospect Hill, Douglas, Isle of Man IM99 1ZZ, British Isles.
- 11.3** You can end Your use of the Service at any time by deleting the app from Your Mobile Device.
- 11.4** Your use of the Service will end automatically if You close all of Your Accounts.
- 11.5** We may close or suspend Your use of the Service, or any part of it, or withdraw any or all of Your Security Details at any time. If We decide to do this, We will wherever possible give at least thirty days' notice in writing to You unless there are exceptional circumstances, for example, We believe You are no longer eligible for the Account, You have given Us false information or have otherwise acted dishonestly in Your dealings with Us, You or someone else are using the Account illegally or fraudulently, You have acted abusively or violently towards Our members of staff or You are in significant breach of these Conditions (or if You have failed to remedy a breach where We have asked You to do so), where We may give You immediate notice or less than thirty days' notice.
- 11.6** If We need to carry out maintenance or improvement work to the Service or if We are required to do so by circumstances beyond Our control We may have to withdraw or suspend the Service so that it ceases to be available to any of Our customers. If We do this, We will give You prior notice by either putting a notice on Our Website or by letter sent to Your Correspondence Address last made known to Us. We may be unable to give You prior notice if the maintenance or repair work is urgent and important or due to circumstances beyond Our reasonable control.
- 11.7** If Your use of the Service ends:
- Rights and liabilities which have accrued at that time will continue to apply between Us;
  - Any of these Conditions that can continue to apply will do so; and
  - We may still carry out instructions received from You but not processed by Us at that time.
- 11.8** We may also terminate or suspend Your use of the Service if We terminate or suspend Your use of Your Account(s) in accordance with the Account Terms.

## 12. Changes to these Conditions

- 12.1 We can change any of these Conditions, including introducing or changing charges, provided We give You at least thirty days' notice in advance of the change.
- 12.2 We can give You notice by post, email, via Our Online Banking service or Website or by any other means We agree with You. You should check Our Website regularly for such messages.
- 12.3 The new terms will apply automatically at the end of the thirty day notice period, but if You do not want to agree to the change, You can stop using the Service without paying any extra charges or interest, at any time until the change takes effect. If You continue using the Service after this, We will assume that You have accepted the change.
- 12.4 We may also make changes to the Service from time to time that We ask You to agree to through the app, for example software updates or improvements in functionality.

## 13. General

- 13.1 This agreement is personal to You and You may not pass on to anyone else any of the rights, obligations or interest created in these Conditions but, subject to any legal requirements We may do so at any time.
- 13.2 If any of these Conditions are found to be unenforceable, this will not affect the validity and enforceability of any others. No other person has any right to enforce any of these Conditions.
- 13.3 If We do not enforce any of the rights We have under these Conditions, or if We delay in enforcing them, that does not stop Us from taking any action to enforce Our rights in the future.
- 13.4 The headings used in these Conditions are for ease of reference only and shall not affect the meaning of these Conditions.
- 13.5 We or You may contact each other by post, telephone, electronic mail or through Our services or by any other means We agree. We may ask You such security questions as are necessary to confirm Your identity.
- 13.6 The laws application to these Conditions and the courts having jurisdiction in the event of any dispute shall be as set out in Your Account Terms.
- 13.7 All the information We give You and all communications from Us will be in English. We will only accept communications and instructions from You in English.

## To find out more



08000 84 28 88 if calling from a UK landline or mobile,  
or +44 (0)1624 641 888 if calling from overseas.  
Monday to Friday 9am to 5pm (UK time), except Wednesdays when we open at 9.30am.



[santanderinternational.co.uk](http://santanderinternational.co.uk)



[info@santanderinternational.co.uk](mailto:info@santanderinternational.co.uk)



### Write to us at:

Santander International  
PO Box 123, 19-21 Prospect Hill,  
Douglas, Isle of Man IM99 1ZZ,  
British Isles



### Visit us at:

Santander Work Café  
Market Hall, North Quay  
Douglas, Isle of Man IM1 2BQ,  
British Isles  
or  
Santander Work Café  
13-15 Charing Cross,  
St Helier, Jersey JE2 3RP,  
Channel Islands

Santander International is able to provide this document in large print, Braille and audio CD.  
If you would like to receive this document in one of these formats, please contact us.

Santander International is the trading name of Santander Financial Services plc, Jersey Branch and Santander Financial Services plc, Isle of Man Branch. Santander Financial Services plc is incorporated in England and Wales with number 2338548 and its registered office is 2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom. Santander Financial Services plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Santander Financial Services plc's Financial Services Register number is 146003. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register). Santander Financial Services plc, Jersey Branch has its principal place of business at 13-15 Charing Cross, St Helier, Jersey JE2 3RP, Channel Islands and is regulated by the Jersey Financial Services Commission. Santander Financial Services plc, Isle of Man Branch has its principal place of business at 19-21 Prospect Hill, Douglas, Isle of Man, IM1 1ET and is regulated by the Isle of Man Financial Services Authority. [www.santanderinternational.co.uk](http://www.santanderinternational.co.uk) All accounts opened with Santander Financial Services plc, Jersey Branch have situs in Jersey and therefore are not covered by the Financial Services Compensation Scheme established under the UK Financial Services and Markets Act 2000 or by the Isle of Man Depositors' Compensation Scheme. Santander Financial Services plc, Jersey Branch is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the Government of Jersey website [www.gov.je/dcs](http://www.gov.je/dcs), or on request. All accounts opened with Santander Financial Services plc, Isle of Man Branch have situs in the Isle of Man and therefore eligible deposits are covered by the Isle of Man Depositors' Compensation Scheme as set out in the Isle of Man Depositors' Compensation Scheme Regulations 2010 and not covered by the UK Financial Services Compensation Scheme or by the Jersey Bank Depositors Compensation Scheme. Full details of the Scheme and banking groups covered are available at the Isle of Man regulator's website, [www.iomfsa.im/consumers](http://www.iomfsa.im/consumers), or on request. Santander and the flame logo are registered trademarks. The latest audited accounts are available upon request. Calls to Santander International are recorded and may be monitored for security and training purposes.