

## CHANGES TO BARCLAYS MOBILE BANKING TERMS AND CONDITIONS

We have revised the Barclays Mobile Banking Terms as follows:

- to update the open source software used in the Barclays Mobile Banking Windows Phone app (see condition 5.3 below)

Please read and accept these terms and conditions to use the Barclays Mobile Banking App. You can also download a copy of the latest [terms and conditions](https://www.barclays.co.uk/mobilebankingapp) from <https://www.barclays.co.uk/mobilebankingapp>.

## BARCLAYS MOBILE BANKING TERMS AND CONDITIONS

Created: 25 March 2014

### PART A – SUMMARY OF TERMS

Barclays Mobile Banking (“BMB”) is a form of online banking and account management service. BMB is available to bank account customers of Barclays Bank PLC in the United Kingdom, Jersey, Guernsey and the Isle of Man and to bank account customers of Barclays Private Clients International Limited in Jersey, Guernsey and the Isle of Man. You must be aged 16 or over and have a Barclays current account to use BMB.

Before you can use BMB you will need to download the BMB app and register and match your mobile number with a Barclays current account. You will then be able to access and manage your Barclays accounts and related services including current accounts, savings, mortgages or Barclaycards using BMB.

If you are registering an account with more than one signatory (such as a joint or business account) you must check with the other account holders or signatories that they are happy for you to register for the service.

If you are registered for Barclays Online Banking and you have a PINsentry device, you can use functionality in the app in place of the PINsentry device to generate an authentication code for logging into Barclays Online Banking and authorising or setting up payments in Barclays Online Banking.

The BMB app currently only works on compatible Smartphones running Android 2.3, iOS 5.0, BlackBerry 5.0 and Windows Phone 8.0. We may change the version of the operating system the BMB app works with at any time. Some features may not be available on all platforms or operating systems, visit our website for more information.

You must not download the app from anywhere other than a store approved by us, or install or use it on a jail-broken or rooted device. If we allow you to upload images or other content to the app, you must not upload or store inappropriate or illegal images or content. If you use

functionality in the app which accesses information on your device to work (for example to upload content), you consent to the app accessing your device and information.

You may be charged by your service provider for internet access on your Smartphone. If you are a business customer, you may be charged for transactions depending on your tariff.

Visit <https://www.barclays.co.uk/mobilebankingapp> for more information and full terms and conditions. Full terms and conditions can also be accessed through the BMB app. We can refuse to register you for BMB and can place limits or restrictions on how you use BMB.

## **PART B – BMB TERMS AND CONDITIONS**

These additional conditions relate to the use of Barclays Mobile Banking and supplement and amend the general terms which apply to the Barclays account you register for BMB ("General Terms").

### **1 Availability and registration**

- 1.1 BMB is a form of online banking and account management service. BMB is available to bank account customers of Barclays Bank PLC in the United Kingdom, Jersey, Guernsey and the Isle of Man and to bank account customers of Barclays Private Clients International Limited in Jersey, Guernsey and the Isle of Man.
- 1.2 Before you can use BMB you must register and match your mobile number with a qualifying Barclays current account. You will then be able to access and manage your Barclays accounts and related services including current accounts, savings, mortgages or Barclaycards. For full details and how to register please see our website <https://www.barclays.co.uk/mobilebankingapp>.
- 1.3 If you are registered for Barclays Online Banking and you have a PINsentry device, you can use functionality in the app in place of the PINsentry device to generate an authentication code for logging into Barclays Online Banking, and authorising or setting up payments in Barclays Online Banking.

### **2 Use of Cookies and other information**

- 2.1 BMB accesses your device and information when you register and to authenticate you when you use the service. By using BMB, you consent to the use of session cookies which are needed for BMB to work effectively. You also consent to us collecting information about your use of this app to help us improve its performance and your experience. Further details of our policy in relation to cookies can be found at [Barclays.co.uk](https://www.barclays.co.uk).
- 2.2 Certain functionality (such as uploading content to the app) will need to access information on your device to work. By using such functionality, you consent to the app accessing your device and information. If we can, we will ask you before the app accesses your device or information. You may also manage how the app accesses your device or information using privacy settings on your mobile device (for iOS) or by uninstalling the BMB app (for Android or Windows).

### **3 Use of location data**

- 3.1 Certain services, including the ATM finder, will make use of location data sent from your mobile device. You can turn off this functionality at any time by turning off the location services settings for the BMB app on your mobile device. If you use these services, you consent to us and our partners' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off the location services settings on your mobile device (for Android and Windows Phone) or on the BMB app (for other mobile devices).
- 3.2 Access to maps is subject to the following separate terms
- (a) Google Maps/ Google Earth APIs Terms and Conditions available at <https://www.google.com/accounts/TOS> when access use Google Maps/ Google Earth APIs app (iOS and Android versions);
  - (b) HERE Maps Terms of Use available at [http://cmsresources.windowsphone.com/devcenter/en-us/legal/MSFT\\_Mapping\\_API\\_Terms.pdf](http://cmsresources.windowsphone.com/devcenter/en-us/legal/MSFT_Mapping_API_Terms.pdf) – when you access HERE Maps;
  - (c) iOS Maps Terms of Use available at <http://www.apple.com/legal/sla/> - if you access iOS Maps

#### 4 **Contacting you**

- 4.1 We will contact you from time to time about BMB, including about promotions relating to BMB. We will do this electronically, for example by email, text or other messages on the BMB App or by telephone or post.
- 4.2 You may tell us at any time if you do not wish to receive marketing messages from us by contacting us as set out in your General Terms or by following any instructions we may include in the message we send to you. For example, a STOP message will appear at the foot of marketing text messages we send you.

#### 5 **Use of the BMB**

- 5.1 BMB is a form of online banking. This means that provisions of the General Terms relating to online banking apply to its operation.
- 5.2 In addition, you must:
- (a) ensure you comply with any local restrictions on downloading, using or otherwise exporting the BMB or the app;
  - (b) not download the BMB app from anywhere other than a store approved by us or install or use it on a jail-broken or rooted device;
  - (c) not use BMB or the app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the BMB app or iOS, Android, BlackBerry, Windows or other operating systems;
  - (d) not upload, store or share inappropriate or illegal images or content that breaches the rights of others;
  - (e) not attempt to derive income from the use or provision of BMB, whether for direct commercial or monetary gain or otherwise;

- (f) not use BMB in a way that could damage, disable, overburden, impair or compromise BMB, Barclays systems or security or interfere with other users; and
- (g) not collect or harvest any information or data from BMB or our systems or attempt to decipher any transmissions to or from the servers running BMB.

5.3 The BMB app may utilise or include third party software and copyrighted material or may be subject to third party or other open source license. Portions of the software are based in part on:

#### ***iOS***

- (a) JSON (JavaScript Object Notation) licensed by Stig Brautaset (Copyright (C) 2007-2011 Stig Brautaset);
- (b) CocoaLumberjack licensed under BSD License (Copyright (c) 2010, Deusty, LLC);
- (c) OpenSSL toolkit under dual licences OpenSSL Licence (Copyright (c) 1998-2011 The OpenSSL Project) and Original SSLeay License (Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com));
- (d) MIT license (Copyright (c) 2011 Matej Bukovinski)
- (e) License for Base64 encoding options on the Mac and iPhone, Copyright (c) 2009-2011 Matt Gallagher. All rights reserved; and
- (f) Basic demonstration of how to use the System Configuration Reachability APIs, Apple Disclaimer, Copyright (C) 2010 Apple Inc. All Rights Reserved.

#### ***Android***

- (g) OpenSSL toolkit under dual licences OpenSSL Licence (Copyright (c) 1998-2011 The OpenSSL Project) and Original SSLeay License (Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com));
- (h) Apache Version 2.0, January 2004, licenced under the Apache License (<http://www.apache.org/licenses/LICENSE-2.0>); and
- (i) The Android Software Development Kit used under licence from Google Inc.

#### ***BlackBerry***

- (j) The Legion of the Bouncy Castle (Copyright (c) 2000-2010 <https://www.bouncycastle.org>).

#### ***Windows Phone***

- (k) JSON (JavaScript Object Notation) licensed by Stig Brautaset (Copyright (C) 2007-2011 Stig Brautaset);
- (l) Json.net licensed under MIT license (Copyright (C) 2007 James Newton-King);
- (m) The Crypto++ library licensed under Boost Software License 1.0 (Copyright (C) 1995-2013 Wei Dai);
- (n) WP Toolkit licensed under Microsoft Public License (Ms-PL) (Copyright (C) Microsoft 2012);
- (o) MVVM Light Toolkit licensed under the MIT License Copyright (c) 2009 - 2014 Laurent Bugnion; and

- (p) AppBarUtils licensed under the MIT License Copyright (c) 2011 Allen Lee.

**iOS, Android, BlackBerry and Windows Phone**

- (q) W3C Software (Copyright © 1994-2001 World Wide Web Consortium, (Massachusetts Institute of Technology, European Research Consortium for Informatics and Mathematics, Keio University). All Rights Reserved. (<https://www.w3.org/Consortium/Legal/2002/copyright-software-20021231>).

**6 Security**

- 6.1 Because BMB gives you access to your account, you must keep your mobile device secure and close the BMB app if you are not using it. The conditions relating to payment instruments set out in your General Terms apply in relation to the BMB App.
- 6.2 If you suspect that someone else knows your passcode or other security details you must contact us immediately by calling us on the number displayed in our branches or on your statements or advised to you from time to time. If you fail to do so, you may be liable for any unauthorised transactions on your account which are as a result of your security details becoming known to someone else.
- 6.3 After your initial registration we will never contact you to request your security details and we will not ask anyone else to do so on our behalf. If you receive such a request then it is likely to be fraudulent and you must not supply your security details in any circumstances. You should report any such activity to us immediately.
- 6.4 You must ensure that your account details, and other information you provided, are correct and up to date and notify us as soon as these change.

**7 Charges**

- 7.1 We do not charge you for using BMB (network charges may apply for using the app).

**8 Liability**

- 8.1 We will not be liable to you for any losses you suffer or costs you incur because:
- (a) you are unable to access or use BMB for any reason or there is a delay in its use;
  - (b) any device, hardware or software you use in connection with the App is damaged or corrupted or fails to work;
  - (c) BMB does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;
  - (d) you did not receive any SMS notifications in a timely manner; or
  - (e) there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.

**9 Changes to BMB Terms and Conditions**

- 9.1 We can change the terms and conditions at any time in accordance with your General Terms by sending you an SMS with details of the change or notifying you of a change when you next start the Application or log onto our website. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of BMB.

- 9.2 From time to time updates to the app may be issued via the Apple App Store, Google Play, BlackBerry App World, Windows Store or other application stores the app is available from. Depending on the update, you may not be able to use BMB until you have downloaded the latest version of the app and accepted any new terms.