

## eQ Mobile terms

### 1. Introduction

These terms apply to the eQ Mobile Banking Service (“eQ Mobile” or “the Service”) and form part of the agreement between the Customer (including each User of eQ Mobile) (“you”) and us, The Royal Bank of Scotland International Limited (trading as NatWest International, Isle of Man Bank and/or RBS International as applicable) (“us”, “we” or “**Bank**”). These terms are supplemental to your Non-Personal Terms and eQ Terms (available on our website).

If there is any inconsistency between these Terms and your Non-Personal Terms or eQ Terms, these Terms will prevail.

For details on how we use your information, please see our privacy notice at;

<https://www.rbsinternational.com/global/privacy-notice.html>

<https://www.iombank.com/global/privacy-notice.html>

<https://www.natwestinternational.com/global/privacy-notice.html>

### 2. The Service

2.1. You will only be able to access eQ Mobile if you already have access to eQ web. In order to access the Service you must have the eQ Mobile access permission set by your eQ Administrator (also referred to as your System Administrator).

2.2. The services offered to you via eQ Mobile may vary depending on the type of handset you are using and the privileges and permissions that have been assigned to you by your eQ Administrator. The eQ Mobile App will provide a subset of the online functionality and will be added to over time. You are responsible for ensuring that your device is capable of operating the eQ Mobile App (which we will update from time to time). We can't guarantee that we will continue to support the operating system used by your device. We may block older versions of the app to help protect your security.

2.3. Mobile optimized login: You will be able to set up a 6 digit passcode and on phone biometrics. You will ensure any device used does not have the device limitations removed and you must not gain root access to the device (commonly referred to as jail breaking and rooting respectively).

### 3. Availability of Service

3.1. While we will make reasonable efforts to make eQ Mobile available, we will not be liable for any failure to provide eQ Mobile, in part or full, for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage. The “Availability of eQ” terms set out in your eQ Terms apply to eQ Mobile.

3.2. The Service will operate in accordance with the description provided on the eQ Mobile App and we will use a standard of care of a reasonable bank in providing the Service to you.

### 4. Security Procedure

4.1. You must keep your security details safe and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

4.2. You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

4.3. Please note that after initial registration 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 any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.

4.4. If you suspect that anyone knows your security details, please reregister the app immediately.

4.5. You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure until you exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave your device unattended while you are still logged onto the Service.

4.6. You are responsible for making sure information either shown or stored on your device is kept secure.

4.7. You must delete eQ Mobile from your device if you change your device or dispose of it.

4.8. If your device is lost or stolen you must contact your eQ Administrator without delay, who must immediately remove your permissions for eQ Mobile and inform us.

## 5. Charges

We do not currently charge you for eQ Mobile. PLEASE NOTE: your mobile network operator may charge you when using eQ Mobile and these charges may vary if you use your device to access eQ Mobile when abroad.

## 6. Our Liability

6.1. We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. The Exclusion of Liability terms and conditions set out in your eQ Terms will apply to your use of eQ Mobile.

6.2 You must not use eQ Mobile for any unlawful purpose and it is your responsibility when in countries outside of our branch locations to ensure that the use of eQ Mobile is not prohibited by local laws and regulations. We will not be liable to you for any losses caused as a result of such unlawful use or breach of local laws or regulations.

## 7. Variation/Termination of Service

7.1. There is no minimum contract period and you are free to cancel eQ Mobile at any time by simply uninstalling it.

7.2. You acknowledge that it is your responsibility to delete eQ Mobile from your device if you change your device or dispose of it or wish to cancel.

7.3. We may suspend, withdraw or restrict the use of the Service or any part of the Service where:

- a) we have reasonable grounds to suspect that your Security Details have not been kept safe; or
- b) we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
- c) we consider it appropriate for your protection; or
- d) you've broken any of the Licence Terms set out below.

We'll tell you before taking any of these steps and we'll explain why we've done so, unless we're unable to contact you or there's a legal reason or other circumstance beyond our control that stops us from doing so. If we can't get hold of you beforehand, we'll (where possible) tell you and explain our reasons afterwards.

7.4 We can also end your use of eQ Mobile or remove the Service by giving you at least 60 days' notice.

7.5. If we have a valid reason for doing so, we may change the terms of our agreement with you (which may include introducing charges for eQ Mobile or making changes to those charges) by giving you at least 60 days' notice before the change comes into effect. We'll tell you about any changes by:

- notifying you within the eQ Mobile App;
- sending a text message (to the mobile phone number you gave us);
- sending an email (to the email address you gave us);
- delivering a secure message to online banking (eQ web);
- sending you notice by post; or
- in any other manner agreed with you.

We'll assume that you've accepted the changes unless you uninstall the eQ Mobile App or tell us that you'd like to cancel access to eQ Mobile before the change takes effect.

## 8. License for eQ Mobile (the "License")

8.1. We hereby grant to you a non-assignable, non-transferable, non-exclusive License to use the eQ Mobile application (the "Application") (which shall include future updates made available to you from time to time provided you understand such updates may be subject to additional terms notified to you at the time such update is made available) subject to the following obligations and/or restrictions:

- a) each User may only use the Application on one single registered device belonging to you or under your control;
- b) you may only use the Application for the purpose of receiving the Service and for no other purpose whatsoever;
- c) the Application is licensed only to you and you shall not assign, sub-license or grant any rights of use or any other rights in respect of the Application to any other person;

- d) you shall not copy or reproduce in any way the whole or any part of the Application;
- e) you shall not alter, modify or adapt the whole or any part of the Application;
- f) you must not analyse or reverse engineer the Application or any part of it;
- g) you shall not remove or tamper with any copyright notice attached to or contained within the Application and you acknowledge and agree that as between us and you all ownership in the Application remains with us;
- h) on any termination of the Service all rights granted to you in respect of the Application shall immediately cease.

8.2 If any third party claims that eQ Mobile infringes their intellectual property rights, we'll be solely responsible for dealing with the claim.

## 9. Termination

9.1. The License shall commence when you install the Application and shall continue until terminated in accordance with the following clause or otherwise in accordance with the License.

9.2. The License will terminate automatically if you cancel the Service and/or uninstall the Application, fail to comply with any term or condition of the License or if we end your use of eQ Mobile under term 7.

9.3. Upon termination of the License for any reason whatsoever you must uninstall the Application and destroy all copies of the Application including all components of it in your possession.

## 10. Law and Jurisdiction

10.1. Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of:

- the Licence will be governed by English law and the English courts shall have non-exclusive jurisdiction to settle any dispute arising out of this Licence;
- all other aspects of these Terms will be governed by the laws of the jurisdiction in which the branch where your account is held is located and the courts there shall have non-exclusive jurisdiction.

## 11. Acceptance

11.1. You will be deemed to have accepted these Terms by installing the Application on any device.

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Isle of Man business address: 2 Athol Street, Douglas, Isle of Man, IM99 1AN. Licensed by the Isle of Man Financial Services Authority in respect of Deposit Taking, Investment Business and registered as a General Insurance Intermediary.

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The Royal Bank of Scotland International Limited, Luxembourg Branch, (RBS International Luxembourg Branch). Business address: Espace Kirchberg, The Square, Building A-40 Avenue J.F. Kennedy, L-1855 Luxembourg. Authorised and supervised by the Commission de Surveillance du Secteur Financier

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