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Gatehouse Bank Savings App Terms and Conditions

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Registered in England & Wales No. 06260053. Registered address: The Helicon, One South Place, London, EC2M 2RB.

1. Who we are and what this agreement does

1.1. We, licence you to use:

- The Gatehouse Bank mobile application software (the "App") and any updates or supplements to it; and
- The service you connect to via the App and the content we provide to you through it (the "Services")

2. Your privacy

2.1. We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy (available at: https://gatehousebank.com/privacy-policy

3. How we use cookies and similar technologies

3.1. The App uses technology to enable core functionality such as security, network management and accessibility.

3.2. The App also uses similar technologies such as Google Analytics to analyse usage patterns, optimize performance and troubleshoot issues related to the App. Personal data may be captured during the course of monitoring. This data is utilised only for analysing App usage and performance. We will only use this type of technology if you provide us with your consent to do so. You can manage your consent preferences via Data Consents in Settings.

3.3. We capture data related to button clicks and web requests that are sent by this App. Error messages and stack traces are captured when crashes occur.

3.4. For further details about how we use cookies and other tracking technologies, please see our specific Cookies page on our website.

4. Additional Terms for specific services

4.1. In addition, your use of the Services shall also be governed by any terms and conditions which you agreed to when you began using the Services.

5. App Store and other terms may also apply

5.1. The ways in which you can use the App may also be controlled by the rules and policies of the app store you downloaded the App from (for example, Apple's App Store and Android's Google Play). The App may also contain or rely in part on certain free, shared or public library software ("Open-Source Software"). Please refer to the table set out at the end of these terms for more information on any obligations or restrictions that may apply to the use of Open-Source Software.

6. What you can do on the Savings App

6.1. You can use the App to do the following:

- View the balances of any online savings accounts you have with us;
- View expected profit rates, profit frequency and profit method.
- View maturity dates;
- Withdraw funds from any account you hold with us (as long as the terms of that account allows you to make a withdrawal). Funds withdrawn may only be sent to your "nominated account";
- Transfer funds from any account you hold with us to any other account you also hold with us (as long as the terms of that other account allows you to deposit funds in it).
- Change Touch ID/Face ID settings;
- Change PIN settings;
- Perform administrative tasks in relation to your user account, such as updating contact details or marketing preferences;
- View frequently asked questions (FAQs);
- View information on how to contact us;
- View disclaimers; and
- Log off from the App.

6.2. Please note that if you withdraw funds from your account and that results in your remaining balance being less than the minimum permitted balance for that account, then your account will automatically be closed.

7. How much does it cost to use the App

7.1. Your use of the App is free of charge. However, your internet or service provider may charge for using data on your smartphone or tablet device.

8. Operating system requirements

8.1. The App requires a mobile or handheld device with either iOS 15 (or above) or Android Version 11 (or above) operating system. As the App continues to be enhanced, please refer to the Apple App Store or Google Play for up-to-date information on the minimum requirements (e.g. amount of memory) needed to be able to run the App on your mobile or handheld device.

9. How to use the app

9.1. To be able to use the App you will need to first have a savings account with us, and then follow the instructions below to register and activate the App:

- Go to the Apple App Store or Google Play and download the App;
- Once downloaded, open the App and confirm if you are one of our existing customers;
- Enter your online services username and password
- Provide the requested characters from your security question;
- Create and confirm your 6-digit App PIN;
- Enable Touch ID/Face ID (if supported on your device); and
- Review and agree to these terms.

10. Support for the app and how to tell us about problems

10.1. Support and contacting us (including with complaints). If you want to learn more about the App or the Service or if you think it is faulty or misdescribed or wish to contact us for any other reason, please contact our customer service team on **03457 344 345.**

10.2. How we will communicate with you. If we have to contact you for any reason regarding your use of the App we will do so by telephone, email or letter using the contact details you have provided to us.

11. How you may use the app, including how many devices your may use it on

11.1. In return for your agreeing to comply with these terms you may:

- Download a copy of the App onto a mobile or handheld device and view, use and display the App and the Service on such device for your personal purposes only.
- provided you comply with the “LICENCE RESTRICTIONS” section (Section 21) below, make a copy of the App for back-up purposes; and
- Receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

- The maximum number of devices that you can link to your account is ten. If you have ten devices linked and then access the app on a new device, the device that has not been used to access the app for the longest period of time with be deleted. If you would like to register that device again you will need to follow the steps described in the "HOW TO USE THE APP" section (Section 9).
- You can call us on 03457 344 345 in order to de-register a device
- If we detect that your device has been compromised in a way that may allow unauthorised or malicious software to be installed, we have the right to prevent you accessing the App using that device

12. You must be 18 to accept these terms and use the App

12.1. You must be 18 or over to accept these terms and use the App.

13. You may not transfer the App to someone else

13.1. We are giving you personally the right to use the App and the Service as set out above at **"How you may use the app"** section (Section 11). You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

14. Changes to these terms

14.1. We may need to change these terms to reflect changes in law, regulations or best practice or to deal with additional features which we introduce.

14.2. If we do need to change these terms, the next time you open the App the updated terms will appear, and you will need to read and accept these terms before you can proceed to use the App. If you do not accept the notified changes, you will not be permitted to continue to use the App and the Service, and your right to use the App will end.

15. Update to the App and changes to the service

15.1. From time to time, we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

15.2. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the App and the Services.

15.3. The App will always match the description of it provided to you when you install it on your device.

16. If someone else owns or shares the phone or device, you are using

16.1. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

17. Keeping your information safe

17.1. As the App allows you to access your savings accounts you should always keep your username and password for the App ("Login Details") safe and secure, and not give them to anyone or allow anyone to login to your account using the App.

17.2. You should always keep the mobile or handheld device you have downloaded the App on to safe and secure, and log out of the App after you have finished using it.

17.3. Some mobile and handheld devices now have features such as fingerprint recognition or face ID which allow you to login to the apps on your device. If you share your mobile device with someone and their fingerprint or face ID is registered on that device, then that person may be able to login to the App and view your accounts. As such, you should disable the fingerprint recognition or face ID features if you share your mobile or handheld device to protect the security of your account.

17.4. We will never ask for your Login Details by telephone or email. If anyone does try and contact you for your Login Details, you should not provide them and tell us straight away by calling 03457 344 345.

17.5. Security is paramount to us and our services and whilst we have taken every precaution when developing and testing the App to ensure it is robust and secure, there is always a risk that internet transmissions are never completely private or secure. Any message or information you send using this App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

17.6. You should also tell us straight away if you believe someone has access to your Login Details. See the "**We may revoke your login details in the event of a security issue**" section (Section 19) below for more information.

18. We may collect technical data about your phone

18.1. By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on (for example the model of the device and its operating system)

19. We may revoke your login details in the event of a security issue

19.1. If a security issue arises, or you inform us of one (for example that someone has accessed the App or the Services using your Login Details) we may revoke your Login Details. If we revoke your Login Details, you will be issued with a password reset email and you will be able to reset your password and resume use of the App and the Services.

20. We are not responsible for other websites you link to

20.1. The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

20.2. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

21. Licence restrictions

21.1. You agree that you will:

- Not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Services, nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;

21.2. Comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

22. Acceptable use restrictions

22.1. You must:

- only use the App and Services to view your savings accounts with us or make transactions in relation to those accounts;
- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service;
- Follow all laws that apply to you when using the App and any Service.

23. Intellectual property rights

23.1. All intellectual property rights in the App and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms.

24. Our responsibility for loss or damage suffered by you

24.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen**.**

24.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

24.3. **When we are liable for damage to your property**. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation.

24.4. **We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

24.5. **We are not responsible for any events outside our control.** If we are delayed in carrying out anything we have promised to do under this agreement due to an event which is outside of our control, we will take steps to minimise the effects of the delay. Provided we do this, we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end this agreement. In such circumstances, if you end this agreement, you must stop all activities authorised by these terms (including your use of the App) and delete the App from all devices in your possession.

24.6. **Limitations to the App and the Services.** The App and the Services are provided for general information purposes only. They do not offer advice on which you should rely. We make no representations, warranties or guarantees, whether express or implied, that information provided via the App is accurate, complete or up to date.

24.7. **Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the app-store site) meet your requirements.

25. We may end your rights to use the App and the services if you break these terms or no longer have a savings account with us

25.1. We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

25.2. If you no longer have a savings account with us then we may also end your rights to use the App and Services at any time, as you will no longer have a need to use the App and Services.

25.3. If we end your rights to use the App and Services:

- We may revoke your Login Details immediately.
- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

26. No rights for third parties

26.1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

27. If a court finds part of this contract illegal, the rest will continue in force

27.1. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in fill force and effect.

28. Even if we delay enforcing this contract, we can still enforce it later

28.1. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

29. Which laws apply to this contract and where you may bring legal proceedings

29.1. These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts.

30. Open-Source Software

Acr.UserDialogues	https://github.com/aritchie/userdialogs	https://licenses.nuget.org/MIT
BCrypt.Net-Next	https://www.nuget.org/packages/BCrypt.Net-Next/	https://github.com/BcryptNet/bcrypt.net/blob/master/licence.txt
CuttingEdge.Conditions.NetStandard	https://conditions.codeplex.com/	https://conditions.codeplex.com/license/
MvvmCross	https://github.com/MvvmCross/MvvmCross	https://opensource.org/licenses/ms-pl.html
Newtonsoft.Json	https://www.newtonsoft.com/json	https://licenses.nuget.org/MIT
Plugin.Fingerprint	https://github.com/smstuebe/xamarin-fingerprint	https://github.com/smstuebe/xamarin-fingerprint/blob/master/LICENSE
Polly.Caching.MemoryCache	https://github.com/App-vNext/Polly.Caching.MemoryCache	https://opensource.org/licenses/BSD-3-Clause
Xamarin.Android	https://github.com/xamarin/xamarin-android	https://github.com/xamarin/xamarin-android/blob/master/LICENSE
Xamarin.Essentials	https://github.com/xamarin/Essentials	https://github.com/xamarin/Essentials/blob/develop/LICENSE
Xamarin.Firebase	https://github.com/xamarin/GooglePlayServicesComponents/	https://github.com/xamarin/GooglePlayServicesComponents/blob/master/LICENSE.md
Xamarin.Forms	https://github.com/xamarin/Xamarin.Forms	https://github.com/xamarin/Xamarin.Forms/blob/main/LICENSE
Xamarin.iOS	https://github.com/xamarin/xamarin-macios	https://github.com/xamarin/xamarin-macios/blob/main/LICENSE
.NET Core	https://github.com/dotnet/core	https://github.com/dotnet/core/blob/master/LICENSE.TXT http://www.apache.org/licenses/LICENSE-2.0
Google Analytics	https://analytics.google.com	https://marketingplatform.google.com/about/analytics/terms/us/