

LHV Bank Limited

Mobile Banking App Terms

1. Who we are and what these Mobile Banking App Terms do

This document (the **Mobile Banking App Terms**) contains the terms for using the App (as defined below) and forms a legal agreement between you and us. You can ask us for additional copies of this document at any time. We strongly recommend that you read these Mobile Banking App Terms as you will be legally bound by all the terms whether or not you read them.

When we say **LHV, we, us** or **our** in this document we mean LHV Bank Limited, a company incorporated and registered in England & Wales with company number 13180211, whose registered office is at 1 Angel Court, London EC2R 7HJ.

When we say **you, you're** or **your** we mean you, our customer.

These Mobile Banking App Terms should be read with and apply in addition to the General Banking Terms and the Current Account Terms (as defined below) as well as any terms which apply to any new products or services which we may implement from time to time.

2. Words we use in this Agreement

In these Mobile Banking App Terms, the words and expressions below have the following meanings:

- **Current Account Terms** mean the specific terms that apply to your Current Account.
- **App** means our mobile banking application provided to you.
- **Credentials** means the details that are used to allow and limit your access to the App and Mobile Banking Service. This includes your user ID, your password and any other security information.
- **Current Account** means our current account product as described in the General Banking Terms.
- **General Banking Terms** means the general terms that apply to your Current Account.
- **Mobile Banking Service** means the mobile banking service we provide to you through the App.
- **Registered Device** means any compatible device that has been securely linked to the App.

3. How you can contact us

You can contact us by emailing us at help@lhv.com.

4. Updates and changes to these Mobile Banking App Terms

We may need to change these Mobile Banking App Terms from time to time. Unless we change the Mobile Banking App Terms for a reason set out below, we will let you know in advance about any changes we plan to make. We will normally give you at least one month's notice before any changes take effect. We will let you know about any changes in any of the following ways:

- sending a text message (to the mobile phone number you provided to us);
- sending an email; or
- sending you a notice by post.

We may update these Mobile Banking App Terms at any time without notice to you to reflect changes in or to:

- security or technical issues (for example so that we can address a security threat, or if we need to make a minor amendment to technical details); or
- to make minor, non-material amendments (such as correcting typos or adjusting the formatting).

We will assume that you have accepted any changes we make unless you tell us that you do not wish to accept the changes. If you tell us you do not wish to accept the changes, we will treat this as a request to cancel the Mobile Banking Service.

LHV Bank Limited (13180211) is registered in England and Wales at 1 Angel Court, London, United Kingdom, EC2R 7HJ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under FRN 986114. Our lending products are not included within the scope of this regulation; for more information, please see [The Financial Services Register](#).

5. Your privacy

Under data protection law, we are required to provide you with certain information about:

- who we are;
- how we use your personal data (and for what purposes); and
- your rights in relation to your personal data and how to exercise them.

This information is provided in the Privacy Notice available in the App and on our website lhv.com.

6. How to access and use the Mobile Banking Service

In return for you agreeing to comply with these Mobile Banking App Terms, you will be able to use the Mobile Banking Service as long as you hold a Current Account with us.

To use the Mobile Banking Service, you must first register as a user. During the registration process you will be asked to:

- download the App from the Apple App Store or Google Play Store;
- confirm that you agree to the General Banking Terms, Current Account Terms and these Mobile Banking App Terms and that you have acknowledged the Privacy Notice; and
- open a Current Account with us (as described in the General Banking Terms).

You are responsible for ensuring that any Registered Devices you use to access the Mobile Banking Service meet our compatibility requirements, which are updated from time to time.

You must take reasonable steps to ensure that appropriate anti-virus, anti-malware and firewall technology is installed on your Registered Devices and kept up to date.

We do not promise that your use of the App or the Mobile Banking Service will be uninterrupted or error-free.

We also do not promise that the App or the Mobile Banking Service will be free from viruses, corrupted files, Trojan malware or other similar software or programs that may be used to access, modify, delete or damage any data files or other computer programs or apps used by you.

7. Availability and updates to the App

Although we will use reasonable efforts to keep the App and the Mobile Banking Service available to you at all times, from time to time they may be unavailable (for example, in order to undertake maintenance or perform upgrades). Where possible, we will let you know in advance of a planned interruption.

We may automatically update the App and change the Mobile Banking Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Occasionally, we may ask you to update the App for essential updates.

If you choose not to install these updates or if you opt out of automatic updates, you may not be able to continue using the App and the Mobile Banking Service.

8. You must keep your security details safe and up to date

You must keep your Credentials safe and not disclose them or allow them to be used by any unauthorised person. This includes ensuring that you do not leave your Registered Devices unattended while you are logged in to the App.

We will never ask you for your Credentials and you should not provide your Credentials to anyone, even if that request seems to come from us.

If you know or suspect that:

- the Registered Devices through which you normally access the App and Mobile Banking Service have been lost or stolen;
- someone else has access to your Current Account through the App or Mobile Banking Service; or
- your Credentials are known to an unauthorised person

you must tell us immediately by sending us an email at help@lhv.com and, if you can, you must also change your Credentials straight away.

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9. Your instructions to us

Please refer to the General Banking Terms for full details about how to make a payment using the App, and about incorrect and unauthorised payments.

We will carry out transactions on your Current Account following instructions you give us, or that in our reasonable opinion, appear to have been authorised by you through the App. This includes where authentication using your Credentials has been successfully completed.

We may refuse your instructions in certain circumstances. For more information, please refer to the General Banking Terms.

10. Registered Devices

You may only have one Registered Device at any time.

11. Your permission to use the App

You acknowledge that all intellectual property rights in the App and the Mobile Banking Services throughout the world belong to us and/or to other businesses or individuals who license it to us. You have no intellectual property rights in, or to, the App or Mobile Banking Services other than the right to use the App and Mobile Banking Services in accordance with these Mobile Banking App Terms.

When you download the App we will automatically give you permission to use the App (also known as a 'licence'). However, we do not give you permission to let anyone else use the App.

You will continue to have our permission to use the App as long as you agree to the following.

- You agree to only use the App on a Registered Device belonging to you or under your control. Should you lose or replace your Registered Device, you will need to register your replacement device separately.
- You agree to only use the App for the Mobile Banking Service and for no other reason.
- The right to use the App is given only to you.
- You must not give any permissions or rights in respect of the App to any other person or organisation.
- You must not copy, reproduce, alter, modify or adapt the App or any part of it.
- You must not analyse or reverse engineer the App or any part of it.
- You must not remove or tamper with any copyright notice attached to or contained within the App.
- if your permission to use the Mobile Banking Services is revoked, all rights given to you in respect of the App will end immediately

Your permission to use the App includes the right to use any future updates or upgrades to the App that we make available to you.

You agree that you will only download and install the App from the Apple App Store or Google Play Store. You agree not to download and install the App from any other location.

We alone are responsible for the App and its content. If anyone else claims that the App infringes their intellectual property rights, we alone will be responsible for dealing with the claim.

You will continue to have our permission to use the App until you cancel the Mobile Banking Service or we otherwise end your use of the Mobile Banking Service in accordance with these Mobile Banking App Terms or the General Banking Terms.

If your permission to use the App is revoked or ends for any reason, you must uninstall the App.

12. Our legal responsibility to you

We do not exclude or limit in any way our legal responsibility to you (also known as our 'liability' to you) where it would be against the law to do so.

We will not be legally responsible to you for any loss or damage (whether that loss or damage is direct or indirect) if:

- the loss or damage was caused by circumstances or events outside our reasonable control;
- the loss or damage was caused by any failure of any equipment, software or services which are required for the successful use of the App or the Mobile Banking Service and over which we have no control;
- the loss or damage was something that you could have avoided by taking reasonable action; and
- the loss or damage was not foreseeable. Loss or damage is 'not foreseeable' if it was not obvious that it would happen or if it is unexpected.

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13. Suspending your use of the App

We may at any time suspend or restrict your access to the App and Mobile Banking Service if:

- we are concerned about the security of the Registered Device used;
- we suspect that the App and Mobile Banking Service are being used to access your Account in an unauthorised, illegal or fraudulent manner;
- we need to do so to comply with the law (including the law of a different country or jurisdiction); or
- you make a report to us under clause 8 (keeping your security details safe) above.

Unless telling you would be unlawful or would compromise security, where possible, we will tell you by phone, email or text message before suspending or restricting your access to the App and Mobile Banking Service. If we inform you in advance, we will tell you our reasons for suspending or restricting your access. Where it was not possible to tell you in advance, we will inform you afterwards, giving our reasons.

We will restore your access to the App and Mobile Banking Service as soon as practicable once the reasons for the suspension or restriction cease to exist. We will tell you this by phone, email or text message.

14. Ending your access to the App

Please note that your Current Account can only be accessed through the App. Therefore, if you decide to cancel the Mobile Banking Service, this will mean that your Current Account will also need to be closed. We will not end your access to the App until your Current Accounts has been closed.

15. Some final points

English law applies

These Mobile Banking App Terms are governed by English law, and you can bring legal proceedings about the App or Mobile Banking Service in the English (or Welsh) courts.

If you live in Scotland, you can bring legal proceedings about the App or Mobile Banking Service in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings about the App or Mobile Banking Service in either the Northern Irish or the English courts.

Our regulators

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. For more information, please see the General Banking Terms.

Complaints

If you want to make a complaint, you can email help@lhv.com with details of your complaint and your Current Account number. A full investigation will then be undertaken, with our findings notified to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. For more information, please see the General Banking Terms.

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