

Mobile Banking Service Terms and Conditions

The Handelsbanken Mobile Banking Service (the **Service**) is provided by Handelsbanken through the Handelsbanken mobile banking application (the **App**) to you as a user of the Service. These terms and conditions of use (the **Terms**) explain important information about the App, the Service and the basis upon which you will be permitted to use them.

You should read these Terms before using the Service. The current version of these Terms can be accessed via our website at www.handelsbanken.co.uk/terms, from where you can print or download a copy for your records. If you would like to see a copy of any previous versions of the Terms, you should contact us at info.gb@handelsbanken.uk.

These Terms supplement the terms applicable to the use of your Handelsbanken bank accounts (including the Handelsbanken Individual Banking Terms and Conditions from time to time in force), and any other applicable products or services, but if there is any inconsistency between these Terms and your account, product or service terms, your account, product or service terms will prevail.

If you have any questions about these Terms, please call Customer Support on 0800 470 8000.

In these Terms, the words “**Handelsbanken**”, “**we**”, “**us**” and “**our**” mean Handelsbanken plc and the words “**you**”, “**your**” and “**yours**” mean the person downloading, installing and running the App and/or using the Service. Also, in these Terms, a reference to a “**Mobile Device**” is a reference to both a smartphone handset and a tablet device, a reference to “**EEA**” means the European Economic Area, “**Customer Support**” means our customer support service that offers you general assistance and some payment services. You can contact Customer Support by calling us on 0800 470 8000 (from outside the UK: +44 20 7578 8247), “**Restricted Country**” means those countries included on the Restricted Countries List from time to time, and “**Restricted Countries List**” has the meaning given to it in Condition 2.6(D) of these Terms.

1. About Handelsbanken

1.1. Handelsbanken is the trading name of Handelsbanken plc. Handelsbanken plc is incorporated in England and Wales with company number 11305395 with its registered office at 3 Thomas More Square, London, E1W 1WY, United Kingdom. Handelsbanken plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 806852. Handelsbanken plc is a wholly-owned subsidiary of Svenska Handelsbanken AB (publ).

2. The App and the Service

2.1. To be eligible to use the Service you must

(A) have a personal bank account with us;

(B) be registered for the Handelsbanken Online Banking Service (if your access to the Handelsbanken Online Banking Service is cancelled for any reason, your access to and use of the Service will also be cancelled); and

(C) have a UK residential address.

2.2. Before you can use the Service you will need to download the App and complete the registration process by following the security procedures we may set from time to time. Once you have registered, each of the accounts that you access through the Handelsbanken Online Banking Service (including any joint personal accounts that you hold with another person) will be accessible through the App.

2.3. Subject to your acceptance of and compliance with these Terms, we hereby grant to you a non-assignable, non-transferable, non-exclusive licence (the **Licence**) to use the App and the Service. You are not permitted to sub-license or grant any other rights in respect of the App to any other person.

2.4. The App may not work with every Mobile Device and we may modify, upgrade or alter in any way the App or the Service and/or the operating system supporting the App or the Service with or without notice (although where practicable we shall give you reasonable advance notice) if we consider that we have a valid reason for doing so; this may result in your becoming unable to download or use the App or unable to access the Service and we give no warranty or assurance as to the continuing availability, compatibility or functionality of the App or the Service.

2.5. We may decline to register you for the Service or, if at any time you do not comply with these Terms or the terms of the Handelsbanken Individual Banking Terms and Conditions, we may deregister you or place limitations on your use of the Service.

2.6. The Service may from time to time provide functionality to:

(A) monitor the balance and available credit on any Handelsbanken personal accounts that are registered for use with the Handelsbanken Online Banking Service;

(B) view previous transactions carried out through those Handelsbanken personal accounts;

(C) make transfers between those Handelsbanken personal accounts;

(D) make payments from any of those accounts to beneficiaries whose details you have registered via the Handelsbanken Online Banking Service except where the beneficiary’s account, the bank of the beneficiary or any correspondent bank is located in a Restricted Country included

on our Restricted Countries List. Our "Restricted Countries List" is the list of countries available on our website (as amended from time to time). There will also be a transaction value limit for such payments that will be set from time to time as an anti-fraud measure. If you have any questions about the transaction value limit, you can contact your branch and they will explain this to you;

(E) monitor balances and transactions relating to other Handelsbanken individual banking products or services, including charge cards, personal loans or mortgages;

(F) read but not send secure messages sent to you via the Handelsbanken Online Banking Service secure mail service; and

(G) perform any other function that we may decide to make available from time to time to users of the Service.

2.7. You must not download the App from anywhere other than the Apple App Store or Google Play or install or use it on any device other than a compatible Mobile Device. From time to time we may issue updates to the App, and depending on the nature of the update you may not be able to use the Service unless and until you download the latest version of the App.

2.8. The App is owned and operated by Handelsbanken and you agree that you will not take, support or encourage any action which involves reproducing, altering, modifying or developing any part of the App. You are not permitted to use or redistribute the App or use the Service for a commercial purpose or otherwise for monetary gain, and you may not reverse engineer, decompile or disassemble the software in the App or otherwise attempt to discover the source code to such software, except to the extent that, by law, such acts cannot be prohibited.

2.9. You may not use or attempt to use the App or the Service for any malicious or unlawful purpose, including fraud, or otherwise in any manner which is inconsistent with these Terms.

2.10. We have the right to refuse to act on any instruction you give us relating to your account via the Service where we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could include, by way of example, scenarios where: (i) you have failed to provide any additional information (including identification documents) which we have reasonably requested from you; (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the instruction relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities.

2.11. We may treat an instruction as relating to a Restricted Country where, for example and including without limitation, the payee is located in or has links to a Restricted Country (or any person or entity connected to a payee is located in or has links to a Restricted Country), or we reasonably suspect that the instruction is likely to be part of a series of payments involving the crediting of an account held in a Restricted Country.

2.12. While we are checking that none of the reasons in Condition 2.10 or 2.6(D) of these Terms apply, there may be a delay in us acting on your instruction (even if after completing the checks, no such reasons apply).

2.13. We may make changes to the Restricted Countries List at our sole discretion, including, without limitation, where payments relating to a Restricted Country would be unlawful (for example, where there are legal sanctions and restrictions in place), we have reasonable grounds to suspect that a Restricted Country does not meet our expectations in relation to financial crime prevention, anti-money laundering and/or anti-bribery requirements, and/or where we have commercial reasons to restrict payments relating to any Restricted Country.

2.14. If you have any questions about a particular country at any time, you can contact your branch or contact Customer Support to obtain details of the Restricted Countries at that time.

3. Availability of the Service

3.1. We shall make reasonable efforts to ensure that the Service remains operational at all times but we reserve our right to withdraw or disable the App or the Service at any time with or without notice (although where practicable we shall give you reasonable advance notice) and, accordingly, we give no warranty or assurance as to the continuing availability, compatibility or functionality of the App, the Service or any element of it.

3.2. We may modify, upgrade or alter in any way the App or the Service and/or the operating system supporting the App or the Service with or without notice if we consider that we have a valid reason for doing so. Where practicable, we shall give you reasonable advance notice.

3.3. We draw your attention to Condition 10 (Liability) of these Terms which sets out important information concerning our liability in connection with our provision of the App and the Service.

4. Accessing the Service

4.1. In order to access the Service via the App you must first activate your Mobile Devices using your unique security

details or security equipment. We may from time to time change the maximum number of Mobile Devices which you can link to the App. Please contact your branch for details of the maximum number of devices at any one time.

4.2. In order to access the Service via the App after the Mobile Devices have been activated, you must use your unique security details or security equipment. You must keep these security details and security equipment confidential and secure. If at any time you have reason to believe that these details may have been compromised, you must inform us immediately by contacting your branch or calling us on 0800 470 8000 (+44 20 7578 8247 if calling from outside the UK).

5. Security

5.1. You must keep your log-on and security details secret and take all reasonable precautions to prevent others from using your security details and security equipment (other than an account information service provider or payment initiation service provider which requires such details to provide their services to you and which is registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction to provide such account information services or payment initiation services). An account information service allows you to see your accounts with different providers in one place. A payment initiation service allows a third party to instruct us to make payments from your account on your behalf. For example:

(A) **you must not** disclose your security or log-on details to any other person (other than an account information service provider or payment initiation service provider which requires such details to provide their services to you and which is registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction to provide such account information services or payment initiation services) or record them in a way which others could understand or decipher;

(B) **you must not** choose security details that can easily be guessed by other persons;

(C) **you must** inform us immediately by contacting your branch or calling us on 0800 470 8000 (+44 20 7578 8247 if calling from outside the UK) if your Mobile Device is stolen or if you have reason to believe that your security details have been compromised;

(D) **you must not** store your bank account, log-on or security details in your Mobile Device in a way that compromises the security of that information;

(E) **you must not** leave your Mobile Device or security equipment unattended or allow anyone else to access or use the App via your Mobile Device; and

(F) **you must log** out of the App once you have finished using it.

5.2. We shall **never** ask you to disclose your security details in full. If you receive such a request from anyone (even if they are using our name and logo and appear to be genuine) then you should refuse to disclose your security details (other than to an account information service provider or payment initiation service provider which requires such details to provide their services to you and which is registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction to provide such account information services or payment initiation services) and **report any such requests to us immediately**.

6. Transactions

6.1. You are responsible for all authorised transactions carried out through the Service via the App installed on your Mobile Device, and this includes transactions initiated via the App by any person other than you who has accessed the Service with your explicit or implicit consent, or who is otherwise acting on your authority or instruction.

6.2. You will also be responsible for any transaction carried out through the Service via the App installed on your Mobile Device as a result of you:

(A) acting fraudulently or being knowingly concerned in any fraudulent activity;

(B) failing to use the Service or the App in accordance with these Terms including, for example, where you fail to take appropriate care to keep your log-on or security details secret in accordance with condition 5.1; and

(C) failing to notify us in accordance with condition 5.1 (C) if you have reason to believe that your security details have been compromised or that an unauthorised person has used or tried to use your log-on or security details.

6.3. If you use the Service to make a payment to a third party beneficiary, you will be prompted to enter the relevant payment instructions and will be given the opportunity to confirm them before your payment instruction is treated by us as being final.

6.4. You can use an account information service provider or payment initiation service provider (registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction) to give instructions on your behalf.

6.5. You will be considered to have consented to a payment transaction if you instruct a payment initiation service provider to request a payment is made on your behalf (by following the procedures required by the payment initiation service provider to confirm the payment instruction).

6.6. Where we deny an account information service provider or payment initiation service provider that you appoint

access to your account via the Service, we will tell you by phone, SMS or letter that we have denied such service provider access (where we are able to identify them) and the reason for the denial of access before we deny access (where possible) or immediately afterwards unless telling you would compromise reasonably justified security reasons or is unlawful.

6.7. We may introduce additional security measures from time to time and you agree that you will comply with those measures.

7. Charges

7.1. We provide the App free of charge but we reserve the right to change this policy in the future. If we decide to introduce a charge in relation to the App or if we subsequently change the amount of this charge, we shall give you at least two months' advance notice during which time you will be able to stop using the Service, delete the App and avoid any such new or changed charge (and at that time we may update these Terms pursuant to Condition 11 to reflect this and any other changes to the Service).

7.2. Certain charges apply in relation to your use of the Service or any part of it. These charges are set out in the individual tariff that your branch has provided to you. We reserve the right to introduce new charges or change the amount of any charges that already apply in relation to your use of the Service or any part of it. If we introduce any new charges or change the amount of any charges that already apply in relation to your use of the Service or any part of it, your branch shall give you a new individual tariff with details of these new or changed charges. We shall give you at least two months' advance notice of any such new or changed charges during which time you will be able to stop using the Service, delete the App and avoid any such new or changed charges.

7.3. You are responsible for the charges of your mobile network operator in connection with downloading and accessing the App and your use of the Service; these charges may be significant if you access the App from outside the UK.

8. Cookies

8.1. By using the App and the Service you consent to the use of session cookies (which are necessary to enable the effective provision of the Service) in accordance with our cookies policy. Our cookies policy can be accessed via our website at www.handelsbanken.co.uk/cookies.

9. Privacy

9.1. Please read our Privacy Notice which was provided to you with your application documents (if you applied for the

Service from 25 May 2018) and is available online at www.handelsbanken.co.uk/privacy which explains the personal information we collect from you and how we use it, together with a summary of your rights under relevant data protection laws. Please contact us using the options set out in our Privacy Notice if you have any questions at all.

10. Liability

10.1. We shall not be liable for any loss or cost you suffer as a result of:

(A) any temporary or permanent interruption, suspension, disruption or limitation of the App or the Service, including where caused by maintenance or upgrade activity or where we are obliged to suspend or withdraw the App or the Service by virtue of applicable law or regulation or at the direction of any court, law enforcement agency or governmental or regulatory authority;

(B) any temporary or permanent interruption, suspension, disruption or limitation of the technology or systems of any third party upon which the App or the Service relies, including outages on any telephone, wireless or data network;

(C) any device, hardware or software that you use in connection with the App being or becoming damaged or corrupted or otherwise failing to work;

(D) the modification of any device or any software installed on a device or any use of the device for any purpose other than in accordance with the terms and conditions to which use of that device is subject or other than as specifically authorised by the manufacturer of the device or the proprietor or distributor of the relevant software;

(E) you being located in an area in which data or wireless internet coverage is insufficient to support effective use of the Service; or

(F) any other event or circumstance which is outside of our control.

10.2. In addition, we shall not be liable for any loss or cost that you suffer in connection with your use of the App or the Service unless that loss or cost was a reasonably foreseeable result of a failure on our part to provide or operate the App or the Service in accordance with these Terms.

11. Variation of these Terms

11.1. We may amend these Terms at any time for a valid reason, including to reflect any update to the App or change to the functionality of the Service. We shall notify you of any amendments in writing, or by notifying you of the change when you next open the App or log on to the Service. The App may prompt you to read and accept any new version of the Terms before allowing you to continue to use the Service and you will

be able to choose at that time to discontinue your use of the Service.

12. Miscellaneous

12.1. If any part of these Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining terms.

12.2. No person other than you and us may enforce these Terms and accordingly no other persons shall be permitted to

enforce these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. Governing Law

13.1. These Terms, including the Licence, are governed by English law. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.

handelsbanken.co.uk

Handelsbanken

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