



Developer Platform Terms of Use

13 July 2022

Starling Bank Limited - Developer Platform Terms of Use

Welcome to our developer portal

Starling Bank Limited (“**Starling**”, “**our**”, “**us**”, “**we**”) is a UK registered company founded by a team passionate about making a real difference to banking. Our company registration number is: 09092149 and our registered office address is at 5th Floor, London Fruit and Wool Exchange, 1 Duval Square, London, E1 6PW.

We look forward to working with you but before we start, we want to make sure you are aware of the small print.

We created these terms of use (“**Terms**”) so you can benefit from our developer portal whilst we protect our rights and the rights of our customers. These Terms explain how you access and/or use our different application programming interfaces, including app keys, access tokens (“**Starling APIs**”), our software development kits (“**SDKs**”), developer web pages and documentation made available on our websites, www.starlingbank.com and/or developer.starlingbank.com (our “**sites**”). Our “**Documentation**” includes materials, information or documents relating to Starling APIs and SDKs made available to you.

Please read these Terms carefully before using our developer portal, any Starling APIs, SDKs or our Documentation (collectively, we call these “**Developer Tools**”).

How these Terms apply to you

These Terms apply between you and us. “**you**” or “**yours**” means you as an individual and, if you are an agent, employee, director or an owner of a company (or any other business entity, including a partnership) (“**company**”), the company listed in the account creation process at <https://starlingbank.com/signup>.

If you create an account and/or use the Developer Tools and sites on behalf of a company, you agree that you are authorised to bind the company; you agree to the Applicable Terms on behalf of the company; and the company will be responsible for your use of our sites and our Developer Tools.

The capacity in which you access the developer portal is important as it will affect the Developer Tools you are entitled to use.

Structure of Terms

These Terms are split into three sections:

- **PART A - GENERAL** (these apply to all who use the Developer Tools and our sites)
- **PART B - ADDITIONAL TERMS FOR INDIVIDUAL USERS** (these apply in addition to PART A if you access the Developer Tools and our sites in your individual capacity)
- **PART C - ADDITIONAL TERMS FOR BUSINESS USERS** (these apply in addition to PART A if you access the Developer Tools and our sites for business purposes or as, or on behalf of, a company)

PART A - General

Applicable Terms

In addition to these Terms, we have other terms and policies that apply to you when you use our Developer Tools. These include:

- Our Privacy Notice at <https://www.starlingbank.com/legal/privacy-policy/>
- Our Cookies Policy at <https://www.starlingbank.com/legal/cookie-policy/>
- Our Developer Standards at <https://developer.starlingbank.com/docs/>
- Our Branding Guidelines at <https://www.starlingbank.com/docs/brand/starling-bank-brand-guidelines.pdf>; and
- Our Partner Programme Instructions at <https://developer.starlingbank.com/get-started>.

If there is any conflict between them, they apply in descending order (so the privacy notice, then the cookies policy and so on). When we mention “**Applicable Terms**” we mean these Terms together with those listed above, as all may apply to your use of the Developer Tools and our sites.

Log-In Credentials & Security

When you register with us, we will provide a username and password (“**Log-in Credentials**”) these are personal to you and you must not share them with anyone else.

You are responsible for your access to our Developer Tools and sites and for all activities that occur via your Log-in Credentials. Please don’t share your Log-In Credentials with any other person.

We take our technology, safety and security seriously and want to ensure you do too. You warrant and represent that when accessing, using or interacting in any way with the Developer Tools and content you:

- have implemented appropriate precautions to ensure, to the greatest possible extent, your systems, designs and code are secure and error free; and
- have implemented appropriate precautions to ensure app keys and access tokens are stored and used securely.

Intellectual Property

Subject to the Applicable Terms, and to the extent we are able (there may be open source or third party software in such), we grant you a non-exclusive, royalty free, non-sub licensable, non-transferable, revocable licence to use the SDKs to create applications; access data and other content available to you through your configuration of the Starling APIs (“**content**”); integrate the Starling APIs into your system; browse our sites and information or materials made available via our sites; and download one copy of our Documentation. We call this your “**Licence**”, you must not transfer your Licence to any third party.

You agree that where you access the Developer Tools and our sites:

- in your individual capacity, the Licence is solely for your own personal purposes not for business purposes; and
- in your capacity as a company or for business purposes, the Licence is solely for the purpose of:
 - providing products and services to your customers that you identified when you registered with us (for example: where you are a Third Party Provider (as defined in **PART C**); or
 - enabling you to provide services in your capacity as a Technical Service Provider (as also defined in **PART C**) to facilitate a Third Party Provider to deliver products and services to their customers.

You accept that the Developer Tools, our sites and content are protected by copyright, trademarks and other intellectual property rights owned or licensed by us. Except as allowed under your Licence, you may not use, copy or distribute any of the Developer Tools, our sites or content for any purpose without our written permission. No other rights, title or interest are granted to you.

You agree that you will automatically grant us a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferable, worldwide licence to all intellectual property rights in any of your feedback and/or improvements (including ideas for improvements, software code, documentation or other materials documenting improvements) ("**Feedback**") to our Developer Tools or our sites, that you make available to us (including via our sites or other application, platform or open source repository used by us to communicate with users of this developer platform or otherwise used by you to communicate with us, we call each a "**Developer Forum**").

You agree that all Feedback posted on a Developer Forum:

- made available by you, may be published by us and used by other persons participating in the Developer Forum; and
- made available by others, is used by you at your own risk as it is not provided by or licensed from us.

We may want to use any application(s) you develop to access content via the Starling APIs and you grant us a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferable, worldwide license to use and access your application(s) for:

- testing your application(s), and you agree that we can withhold your access to any content until we are happy that the application(s) pass our testing requirements;
- running checks where we think the number of calls to the Starling APIs are unreasonable;

- marketing or demonstrating use of the Starling APIs and Developer Tools;
- investigating any security breaches; and
- complying with requests from regulators or to comply with applicable law and regulation in any relevant jurisdiction.

We will not use, copy or distribute your application(s) for any other purposes. However, you agree that Starling may independently develop (or may receive from third parties) intellectual property including features, applications, content, or other products or services that may be similar to or even compete with your application, nothing in the Applicable Terms will be construed as restricting or preventing Starling from doing this.

You further agree:

- we can display your name and/or logo on our sites and/or Developer Forums from time-to-time, to let other users in our community know you are a participating developer;
- you will not use our name and/or logo without our prior written permission; and
- if we do grant written permission, it does not act as any form of endorsement or approval of products or services and any use of our name and/or logo must be in accordance with our [branding guidelines](#) and any specific wording we provide.

For the avoidance of doubt, you must not make any legal representations, guarantees or warranties on behalf of us or with respect to the Developer Tools.

Restrictions

You agree not to, and will ensure any third party will not:

- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Developer Tools other than as permitted by your Licence;
- reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Starling APIs, the SDKs or our sites;
- access all or any part of the Developer Tools in order to build a product or service which competes with our products and services without our written permission; or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit the Developer Tools, or otherwise make them available to any third party.

You agree not to, and will ensure any third party will not:

- use the Developer Tools in a manner that is contrary to applicable law;

- misuse the Starling APIs or the SDKs including by knowingly introducing, or being reckless or negligent as to the introduction of, viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or detrimental in any way to us or any database or programmes accessed by the Starling APIs;
- disclose or in any other way misuse app keys, access tokens or any other authentication apparatus used by the Starling APIs;
- and will not permit anyone else to, attack our sites or any database accessed by the Starling APIs via a denial-of-service attack or a distributed denial-of-service attack;
- make calls to the Starling APIs above any call rate limit we may set or, if no rate limit is set, above a reasonable number of calls on a daily basis;
- post defamatory materials or abusive messages or promote unlawful activities on our sites or in any chat forum hosted by us on our sites or any other platform;
- use our sites, Developer Forum or any chat forum hosted by us on our sites or any other platform to harass another person;
- provide any feedback, software code, documentation or other material to us that is not yours or that you do not have permission to provide for us to use or publish for the purposes mentioned in the Applicable Terms; or
- use the Starling APIs or any content for money laundering, terrorist financing or any fraudulent or illegal purposes.

You agree to comply with our [developer standards](#) at all times.

Access

You are responsible for maintaining relevant technology to access our sites and Developer Tools. In relation to your access, we have the right to do the following:

- modify, enhance, amend or replace the Starling APIs, SDKs and/or Documentation, and may change the content available to you via the Developer Tools at any time. Access to the content is not guaranteed to always be available or uninterrupted.
- suspend, withdraw, discontinue or change all or any part of the Developer Tools or the content at any time and for any reason without notice;
- immediately suspend or stop your access to the Developer Tools, the content or our sites at our sole discretion and for any reason, including without limitation:
 - if we know or suspect that you have (or, if you are a company, anyone acting on your behalf has) not complied with any of the Applicable Terms;
 - if we know or suspect that you are (or any one controlling you is) not authorised by the appropriate regulator;

- o if we have any concerns that you are failing to comply with our developer standards or have not implemented appropriate precautions as noted in “**Log-In Credentials & Security**” and “**Restrictions**”;
- o for our own business purposes, including our compliance with applicable law or a request from our regulator; or
- o you make a number of calls to the Starling APIs that we think is unreasonable.

We will not be liable to you if for any reason the Developer Tools or content is unavailable at any time or for any period. Where reasonably possible, and subject to applicable laws, we will let you know that we are going to suspend or stop your access.

Termination

You can decide to stop using the Developer Tools, content or using our sites at any time. If you do this for any reason (including if we suspend or stop your access), you agree that:

- the Applicable Terms will no longer apply, except for the paragraphs with the headings:
 - o In **PART A: Intellectual Property, Confidential Information, and General**;
 - o In **PART B: Liability**; and
 - o In **PART C: Liability and Regulatory Status & Services**.
- you will disable any Starling APIs integrated into your system;
- you will permanently delete or destroy any copy of the Documentation and any confidential information you may have;
- you will remove any of our logos or any reference to us in connection with your products or services; and
- you will permanently delete or destroy any content and we may contact any of our affected customers to make them aware that content is no longer supplied by us to you.

No Warranties

This section is very important, please read it carefully.

The Developer Tools, any content, our sites and other information are provided “**as is**” and “**as available**”, your use of these is at your own risk. We (and any third party licensors) disclaim and give no representations, warranties or guarantees, whether express or implied that the Developer Tools, content, our sites and any other information will be:

- free from errors or omissions;
- accurate, complete or up-to-date;
- available for use in an uninterrupted and timely manner; or
- secure or free from bugs or viruses.

Additionally, our sites may contain links to other websites and resources provided by third parties. These links are provided for your information only. We have no control over and assume no responsibility for the contents of those websites or resources. Such links (and any products or services associated with the same) should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

This disclaimer applies to the fullest extent permitted by applicable law.

Confidential Information

Our Developer Tools, the content, your Log-in Credentials and any other information we provide to you are confidential to us (or in the case of some content, depending on the capacity in which you use the Developer Tools, to our customer) and is our confidential information.

You must keep any confidential information secret and not share it with anyone else unless:

- you are required to share any confidential information by applicable law;
- the confidential information has become publicly available or known, generally, to the public at point of disclosure (other than due to a breach of these Terms); or
- if/as applicable to your circumstances, your employees, agents and/or advisors require access to the confidential information, in which case you agree to remain responsible under these Terms for their actions and will ensure those employees, agents and/or advisors keep any confidential information secret and not share it with anyone else.

Changes to these Terms

We may change the Applicable Terms at any time. Please check this page and the links to the policies and terms from time to time to take notice of any changes. Any changes made to the Applicable Terms will be binding on you from when we publish them.

We may (but are not required to) let you know when we make a significant change to the Applicable Terms (for example by having a pop-up or a banner on our sites).

In any event, you agree that your continued use of the Developer Tools after the changes become effective constitutes acceptance of those changes.

Third Party Rights

Except as expressly provided in these Terms, only you and Starling (or Starling's successors, permitted transferees or assignees) have any right to enforce these Terms.

Entire Agreement

The Applicable Terms constitute the entire agreement between you and us in relation to their subject matter, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to that subject matter.

You acknowledge that in agreeing to the Applicable Terms you have not relied upon any oral or written statements, promises, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of us in relation to the subject matter of the Applicable Terms at any time before your acceptance of the Applicable Terms (“**Pre-Contractual Statements**”), other than those expressly set out in the Applicable Terms.

You hereby waive all rights and remedies which might otherwise be available to you in relation to such Pre-Contractual Statements (although nothing in this paragraph shall exclude or restrict the liability of you or us arising out of fraud).

General

- If you have any questions about the Applicable Terms, please contact: developer@starlingbank.com.
- If we agree in writing, you can assign your rights under the Applicable Terms or delegate your obligations under the Applicable Terms to any person. Otherwise, you cannot do this for any reason.
- The rights and remedies we have under the Applicable Terms are in addition to, and not exclusive of, any rights or remedies provided by applicable law. Our officers, directors, employees, consultants and agents have rights under the Applicable Terms too and they can benefit from these rights as third parties, but we can make changes to the Applicable Terms without consulting with them. No-one else has a third party right to benefit from the Applicable Terms.
- If we fail to or are delayed in exercising any rights or remedies provided under the Applicable Terms or by applicable law, that will not constitute a waiver of any right or remedy, nor will it prevent or restrict us from further exercise of any right or remedy.
- If any provision or part-provision of the Applicable Terms is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and if such modification is not possible, the relevant provision or part-provision will be deemed deleted.
- The Applicable Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed exclusively by and are construed exclusively in accordance with the law of England and Wales.
- You and we agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Applicable Terms or their subject matter or formation (including non-contractual disputes or claims).

PART B - Additional Terms for Individual Users

In addition to PART A of these Terms, PART B applies to you if you access our Developer Tools and our sites in your capacity as an individual for non-business purposes.

Individual Access & Use

You acknowledge and agree you will:

- only use the Developer Tools and our sites for your own individual purposes to access your own personal and/or business accounts via the Starling APIs which are public and the sandbox environment to use dummy data if/as required;
- not use the Developer Tools and our sites in an individual commercial capacity to provide products or services to any customers or third party (either directly or via a third party, including an Authorised Third Party (as defined in PART C)); and
- not use the Developer Tools and our sites in any other manner which would require you to be authorised and regulated by the appropriate regulator to carry on the activities of a Third Party Provider (as defined in PART C).

Data

Your permission to access content is subject to the Applicable Terms and the level of access we permit you to have based on our [privacy notice](#); and our [partner programme instructions](#) (how the instructions apply depend on the capacity in which you access our Developer Tools and sites).

In addition to and to the extent not already covered by any authority in our privacy notice, we may access, preserve, and disclose your personal information and your developer account details if we are required to by the applicable law or if we think it is required to safeguard us, our customers, staff, agents or the general public. We may also reveal personal information about you for any purposes we reasonably deem necessary under the Applicable Terms.

Unless we agree in writing and you agree any further necessary terms with us, you will not, send the content to any country outside the United Kingdom or European Economic Area or allow anyone located in a country outside the United Kingdom or European Economic Area to access the content in any way (which may include maintaining systems that host the data).

Liability

This section is very important, please read it carefully - it relates to your liability to us and our liability to you in certain circumstances.

You agree to indemnify us any legal costs, fines or other costs we (or our officers, directors, or employees) might incur:

- to the extent caused by your breach of any of the Applicable Terms; or

- in connection with any third party claim (including claims from any of our customers or penalties imposed by our regulators) against us (or any of our officers, directors, employees, consultants or agents) arising from:
 - your actual or alleged misuse of the content;
 - your unauthorised disclosure of any content (whether deliberate or accidental and whether negligent or not);
 - your disclosure or other misuse of app keys or access tokens used for the Starling API; or
 - alleging that our use or publication of any Feedback or other material provided by you to us (or posted by you on our sites or on any other platform or open source repository hosted or otherwise made available by us) infringes that person's rights, including intellectual property rights.

We each agree that your indemnity given in this PART B - Liability is limited for each claim to a total amount not exceeding £1,000.

Nothing in the Applicable Terms excludes or limits our liability for death or personal injury arising from our negligence, or for our fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by applicable law.

We are not liable to you for any loss or damage, whether in contract, tort (including negligence and breach of statutory duty, howsoever arising), misrepresentation (whether negligent or innocent), restitution or otherwise, even if foreseeable, arising under or in connection with:

- your use of or inability to use or reliance on the Developer Tools; or
- your use of or inability to use or reliance on any content, our sites or any other information we provide to you.

We are not liable for (in each case, whether arising directly or indirectly): loss of profits, sales, business, or revenue; business interruption; loss or corruption of data; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any costs you incur in connection with: your use of the Developer Tools; or accessing the content, and we will not be liable for any indirect or consequential loss or damage you suffer (even if we are aware that there is a risk this might happen).

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Developer Tools or the content or our sites.

Subject to the foregoing, our total aggregate liability, whether in contract, tort (including negligence and breach of statutory duty, howsoever arising), misrepresentation (whether negligent or innocent), restitution or otherwise, arising under or in connection with the Applicable Terms shall be limited to £250.

PART C - Additional Terms for Business Users

In addition to PART A of these Terms, PART C applies to you when you access our Developer Tools and our sites in your capacity as a company or for business purposes, including as a Third Party Provider or Technical Service Provider.

In this PART C, the terms:

- “Account Information Services”, “Account Information Service Provider”, “Payment Initiation Services” and “Payment Initiation Service Provider” have the meanings given in the Payment Services Regulations 2017 or any updates or replacement to that legislation;
- “Third Party Provider” means a firm authorised and regulated to provide Account Information Services and/or Payment Initiation Services by the appropriate regulator; and
- “Technical Service Provider” means a business that obtains and processes payment account information to support Third Party Providers to deliver services and products to their customers.

Authorised Third Parties

You may not provide any third party access to our Developer Tools through your own platform, unless that third party is authorised by the UK’s Financial Conduct Authority (“FCA”) with appropriate payment service permissions to act as a Third Party Provider carrying on Account Information Services or Payment Initiation Services or registered as an agent of a Third Party Provider and included on the FCA Register (each an “Authorised Third Party”).

Regulatory Status & Your Services

If you are (or any one controlling you is) a regulated entity, you represent and warrant to us that you: (i) are duly authorised and/or registered by the appropriate regulator; and (ii) will comply with all applicable laws and regulations in relation to your regulated activities.

If you provide access to an Authorised Third Party, you represent and warrant to us that they: (i) are duly authorised and/or registered by the appropriate regulator; and (ii) will comply with all applicable laws and regulations in relation to your regulated activities.

If you are not a regulated entity (and all persons controlling you are not) you represent to us that the nature of your products and services and/or use of the Developer Tools does not require you to be regulated under applicable law.

In the event that your or any Authorised Third Party’s regulatory status will or may potentially change, you must notify us immediately.

We reserve the right to immediately suspend your access to the Starling APIs, Developer Tools and our sites until such time that we are satisfied you are duly authorised and/or registered by the appropriate regulator where required. Further, you agree to provide all reasonable information we may request in relation to such authorisation and regulation.

Additionally, you will not, and you will procure that any Authorised Third Party will not, directly or indirectly state or imply that we make at any time any financial promotion (as defined in the Financial Services and Markets Act 2000 (as amended)) or endorse, underwrite or make any warranties or commitments in relation to the provision of any financial services.

In addition to any other provisions in the Applicable Terms, you agree to indemnify us against all liabilities, costs, fines, damages and losses (including all direct or indirect losses, loss of profit, loss of reputation and all interest, penalties, reasonable legal costs, professional costs and expenses), whether in contract, tort (including for negligence or breach of statutory duty) or misrepresentation suffered or incurred by us arising out of or in connection with your and/or any Authorised Third Party's failure to hold or maintain the necessary regulatory authorisations, approvals or registrations with an appropriate regulator to use and access our Developer Tools and our sites and/or deliver your (or assist with delivery of an Authorised Third Party's) products and services in accordance with applicable law.

Data

Your permission to access content is subject to the Applicable Terms and the level of access we permit you to have based on our [privacy notice](#) and our [partner programme instructions](#) (how the instructions apply depend on the capacity in which you access our Developer Tools and sites).

In addition to and to the extent not already covered by any authority in our privacy notice, we may access, preserve, and disclose your personal information and your developer account details if we are required to by the applicable law or if we think it is required to safeguard us, our customers, staff, agents or the general public. We may also reveal personal information about you for any purposes we reasonably deem necessary under the Applicable Terms.

Where either: (i) you have a relationship with your customers for your products and services; or (ii) an Authorised Third Party has a relationship with its customers for the Authorised Third Party's products and services, and we do not, you assure us that you will, and you will procure that the Authorised Third Party will, have appropriate terms and conditions and a privacy policy in place with your and the Authorised Third Party's customers to allow you and the Authorised Third Party to use their data for the purposes of providing yours or the Authorised Third Party's products and services and for any purposes required in the Applicable Terms ("**Customer Permissions**") prior to requesting any of the content from us.

At all times, you represent and warrant that:

- you will not allow any third party to access and use any content unless that third party is an Authorised Third Party;
- the access you and each Authorised Third Party request to the content is expressly approved by our customers in the Customer Permissions;
- unless we agree in writing and you agree any further necessary terms with us, you will not, and you will procure that any Authorised Third Party will not, send the content to any country outside the United Kingdom or European Economic Area or allow anyone located in

a country outside the United Kingdom or European Economic Area to access the content in any way (which may include maintaining systems that host the data);

- you will only, and you will procure that any Authorised Third Party will only use the content in accordance with the Customer Permissions and not for any other purpose; and
- you will only, and you will procure that any Authorised Third Party will only use the content you or the Authorised Third Party needs to provide the products and services you or the Authorised Third Party have agreed with our customers via the Customer Permissions.

You will give us copies of the Customer Permissions you and/or any Authorised Third Party have agreed with our customers if we ask you to.

If your products and services or the products and services of any Authorised Third Party do more than present the customer's content to the customer (for example, if you or any Authorised Third Party share any information about the content with someone other than the customer) you will, and you will procure that each Authorised Third Party will, prior to requesting any of the content from us:

- ensure the relevant Customer Permissions inform the customer of how you and/or the Authorised Third Party will use the content; and
- tell us specifically what you and/or the Authorised Third Party will do with the content and share the relevant Customer Permissions with us.

You accept that we may not provide you with access to content for purposes other than to present the customer's content to the customer.

You agree that:

- we will rely on consents from our customers permitting us to grant you access to content;
- any of our customers can withdraw consent at any time, if that occurs you will lose access to the content, unless that customer re consents to your access;
- you will, and to the extent necessary, you will procure that any Authorised Third Party will give us all the information we need about your or any Authorised Third Party's products and services to allow us to tell our customers how you or any Authorised Third Party will use the content;
- if you change your products and services in any way after you start accessing content, you will tell us in advance of making those changes to allow us to update the consents we have from our customer if we need to; and
- if you are aware that any Authorised Third Party is changing its products and services in any way, you will tell us immediately.

You agree that your products and services and the products and services of any Authorised Third Party will have appropriate security safeguards for the transmission and storage of the content that meet any security protocols that we have in place from time to time.

You agree that, in the provision of your products and services or the products and services of any Authorised Third Party, you and that Authorised Third Party will ensure that all content is presented to customers in a way which is accurate, fair and not in any way misleading.

If you provide us with any data from your or any Authorised Third Party's products and services via any Starling APIs, you will, prior to providing any of that data to us:

- make sure that the Customer Permissions permit you and each such Authorised Third Party to share that data with us; and
- make sure that your customers or the customers of any Authorised Third Party know that our use of that data is subject to the terms and conditions we may have in place with those specific customer and our privacy notice once the data is received by our systems.

Liability

This section is very important, please read it carefully - it relates to your liability to us and our liability to you in certain circumstances.

You agree to indemnify us any legal costs, fines or other costs we (or our officers, directors, or employees) might incur:

- to the extent caused by your breach of any of the Applicable Terms; or
- in connection with any third party claim (including claims from any of our customers or penalties imposed by our regulators) against us (or any of our officers, directors, employees, consultants or agents) arising from:
 - your and/or any Authorised Third Party's actual or alleged misuse of the content (including if you and/or the Authorised Third Party use any content without or in breach of any required Customer Permission);
 - your and/or the Authorised Third Party's unauthorised disclosure of any content (whether deliberate or accidental and whether negligent or not);
 - your disclosure or other misuse of app keys or access tokens used for the Starling API;
 - your or the Authorised Third Party's failure to provide services to customers in accordance with terms of your or the Authorised Third Party's contract with those customers; or
 - alleging that our use or publication of any Feedback or other material provided by you to us (or posted by you on our sites or on any other platform or open source repository hosted or otherwise made available by us) infringes that person's rights, including intellectual property rights.

Nothing in the Applicable Terms excludes or limits our liability for death or personal injury arising from our negligence, or for our fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by applicable law.

We are not liable to you or any Authorised Third Party for any loss or damage, whether in contract, tort (including negligence and breach of statutory duty, howsoever arising), misrepresentation (whether negligent or innocent), restitution or otherwise, even if foreseeable, arising under or in connection with:

- your use of or inability to use or reliance on the Developer Tools; or
- your and/or the Authorised Third Party's use of or inability to use or reliance on any content, our sites or any other information we provide to you.

We are not liable for (in each case, whether arising directly or indirectly): loss of profits, sales, business, or revenue; business interruption; loss or corruption of data; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any costs you incur in connection with: the development of your products and services using the Developer Tools; or accessing the content, and we will not be liable for any indirect or consequential loss or damage you or any Authorised Third Party suffer (even if we are aware that there is a risk this might happen).

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Developer Tools or the content or our sites.

Subject to the foregoing, our total aggregate liability, whether in contract, tort (including negligence and breach of statutory duty, howsoever arising), misrepresentation (whether negligent or innocent), restitution or otherwise, arising under or in connection with the Applicable Terms shall be limited to £250.