

## App terms of use

These terms form the agreement between you and Goldman Sachs International Bank (we, us, or our) for your use of our app. The terms that apply to the Marcus account(s) that you access through our app (the account terms) also form part of the agreement between you and us.

We recommend that you print a copy of these terms for your records. If you'd like to request more information, ask a question or make a complaint, please contact us using the details on our website: [marcus.co.uk/contact-us](https://marcus.co.uk/contact-us). If you're not happy with how we've handled your complaint, you can also contact the Financial Ombudsman Service. We'll always communicate with you in English.

1. We recommend you download the latest version of our app from app stores and accept any future updates we make to it. Our app is free of charge. You need to comply with app store terms as well these terms.

You can use our app to view your Marcus account(s), your transaction history, take money out of your Marcus account(s), and any other functionalities that we make available from time to time.

We recommend you download the latest version of our app from the app stores and accept any updates we make to it in the future. Some features may not be available depending on your device or operating system. We won't charge you for downloading our app but your network operator may charge you for using the internet.

You agree to comply with terms of the app stores and any applicable third party, in addition to these terms. The app stores are granted certain rights under these terms and will have the right to enforce these rights as if they were a party to these terms.

2. Our app is designed to be used in the United Kingdom. We can't guarantee our app will be available at all times.

Our app is designed to be used in the United Kingdom, so we can't guarantee that it will be available, or suitable, for use in other countries.

Although we'll use reasonable care to make our app and its contents available to you, we can't guarantee that they will be:

- Uninterrupted
- Accurate, error-free or complete
- Secure or free of viruses or other harmful code

We are not liable for damage caused to you as a result of you using, or being unable to use, our app and/or its contents. However, we don't exclude any responsibilities and liabilities we have to you, where it would be unlawful to do so.

### 3. It's your responsibility to take reasonable steps to keep your Marcus account safe when using our app.

Your use of our app and your use of any contents on our app is at your own risk. You are responsible for your security details such as your PIN or your password, as well as the security of your device and your internet connection.

For example:

- You shouldn't leave your device unattended while you are logged into our app.
- Some devices allow you to use your biometric details, like fingerprint or face ID, for logging into our app. If you enable this feature, then anyone whose biometric details are registered on your device may be able to log
- into our app and access your Marcus account(s). You should not register anyone else's biometric details on your device.

You'll need to change your security details immediately and call us as soon as possible if you think someone else has access to your device. If you can't reach us by phone, please email us. Your account terms provide more information on what you can do to keep your Marcus account secure and who is responsible if something goes wrong.

### 4. You should not use or attempt to use our app for unauthorised purposes.

We provide you with the right to use our app on a device owned or controlled by you. You can't transfer this right to anyone else.

You are not permitted to (except as otherwise agreed with us in writing):

- Alter, sell, publish or reproduce or tamper with our app, or any of its contents.
- Try to gain unauthorised access to our app, or any server, computer or database connected to our app.
- Link any part of our app to any other website, or frame any part of our app on any other website.
- Engage in any data mining, data extracting or any other similar activity in relation to our app or while using our app.
- Alter, obscure, or remove any copyright, trade mark or other notices on our app.
- Upload any illegal or defamatory content, or introduce viruses or any other harmful code to our app.

### 5. Our app and all content published on it are our responsibility, and are owned by us and our affiliates, agents and assigns worldwide (Goldman Sachs), or licensed to us by third party owners.

We are solely responsible for our app and its contents. This includes the design, layout, look and appearance of our app, as well as any graphics, logos and text displayed on our app. The app store providers do not have any obligations towards you in relation to our app, including maintenance and support services.

All trade names, trademarks, service marks, logos and other product and service names (marks) displayed on our app are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These marks may not be copied, imitated or used, in whole or in part, without our prior written permission or the prior written permission of the applicable trademark owner. The marks owned by Goldman Sachs include, but are not limited to:

- The names Marcus: by Goldman Sachs and Marcus by Goldman Sachs
- The Marcus: by Goldman Sachs logo
- The M: logo

Any allegations or claims made in relation to our app and its contents should be directed to us and not anyone else, and we will be solely responsible for addressing such allegations or claims.

## 6. In our app we may include links to websites that we don't operate or control.

We provide these links for your convenience and information only. We do not endorse, recommend or approve these linked websites or have any responsibility for the content on them.

## 7. We may update, change, restrict, or delete our app or its contents from time to time to reflect changes to the law, our customers' needs or our business. We may also change these terms.

We may make changes to these terms from time to time. We'll usually let you know at least 30 days in advance. For example, if we have to alter a term due to a change in law or regulation. There might be times when we let you know after we've made a change instead. We'll only do this if the change benefits you or doesn't put you at a disadvantage. For example, if we're adding new functionality to the app.

If we change these terms, the revised terms will apply only to your use and our provision of our app from the date we publish them on our website at [marcus.co.uk](https://marcus.co.uk). You should check these terms regularly to ensure you know which version applies to you.

## 8. We might block access to our app in certain circumstances, and you can end your use of our app at any time.

You can end your use of our app at any time by deleting it from your device. We may terminate your use of our app at any time by letting you know at least two months in advance.

We may also terminate or suspend your use of your account through our app straight away if you don't follow these terms or the account terms, you are no longer in the UK, or if you no longer have an account with us.

## 9. English law applies to these terms.

If there is a dispute between us, you can bring legal action against us in any court in England, Wales, Scotland and Northern Ireland.

Marcus by Goldman Sachs® is a registered trademark and trading name of Goldman Sachs International Bank. Goldman Sachs International Bank is registered in England and Wales (no. 1122503), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 124659. Our registered office is at Plmtree Court, 25 Shoe Lane, London, EC4A 4AU.

Your personal data: we'll collect and process information about you that may be subject to data protection laws. For more information about how we use and disclose your personal data, how we protect your information, our legal basis to use your information, your rights, and who you can contact, please refer to [marcus.co.uk/privacy-policy](https://marcus.co.uk/privacy-policy).