

Your NatWest Tap to Pay terms and conditions



NatWest

TOMORROW BEGINS TODAY

NatWest Tap to Pay on Android – Terms and Conditions – May 2023

1. Introduction

This document sets out the terms and conditions for your use of the App.

- 1.1 The Tap to Pay on Android app (**App**) is operated by **National Westminster Bank plc** trading as **Tyl by NatWest** ('we' and 'us').
- 1.2 In these terms '**you**' and '**your**' means both: (i) the individual using the App as the Main User (as defined in section 3.3, below); and (ii) (if different) the person shown as the business in the 'business information' section of the merchant application form relevant to the acquiring services received under the Merchant Terms and Conditions (defined below) (and, unless the context requires otherwise, includes your employees, staff, agents, subcontractors or third parties acting on your behalf).
- 1.3 By downloading and/or using and/or registering for the App, you agree to be bound by these App Terms and Conditions (these **Terms**) which are legally binding.
- 1.4 These Terms are supplemental to your Tyl by NatWest merchant terms and conditions (**Merchant Terms and Conditions**). These Terms are separate from and do not form part of our Merchant Terms and Conditions.
- 1.5 Please read these Terms carefully before using the App. You can print or access a copy of these Terms at any time here: <https://www.tylbynatwest.com/assets/downloads/tap-to-pay-android-app-terms-and-conditions.pdf>
- 1.6 In these Terms, references to '**Google Play**' means the app distribution platforms operated by Google LLC (**Google**). We refer to the rules contained in Google's terms of service (and other applicable terms) collectively as '**Google Rules**'. Google is not a party to these Terms and has no responsibility for the App or its content.

2. The App

2.1 The App will enable you to:

- accept contactless payment card transactions and other types of payments from your customers (with such transactions to be processed by us in accordance with the Merchant Terms and Conditions);
- issue receipts to your customers; and
- view your transaction history and related analytics,

in each case, as further described in our App user guide (<https://www.tylbynatwest.com/assets/downloads/natwest-taptopay-on-android-user-guide.pdf>) as updated by us from time to time (**User Guide**).

3. Registration and Use of the App

- 3.1 To download and use the App, you will need access to an Internet connection on your mobile device (3G/4G/5G or Wi-Fi is required) and your device will need to have NFC technology and be compatible with Google Play to access the App.
- 3.2 In order to access the relevant services provided in accordance with the Merchant Terms and Conditions via the App you need to:
- have signed the Merchant Terms and Conditions; and satisfied our merchant approval requirements, each as set out in the Merchant Terms and Conditions;
 - have an active Tyl account; and
 - set-up an account log-in and password for the App using the same e-mail address as you use for other Tyl services you receive.
- 3.3 Once you have satisfied the requirements detailed in section 3.2, you will be deemed a **Main User**.
- 3.4 As a Main User, you can request access to the App for other users (**Delegated Users**) via the SSM Portal (see below) or directly with us. Following each such request, we will send an e-mail to the e-mail address provided by the Main User for the Delegated User and the Delegated User will need to follow the instructions therein and set up-an account log-in and password.
- 3.5 Each Delegated User must comply with these Terms and when construing these Terms for this purpose, "you" and "your" shall include reference to each "Delegated User" except in sections 1.2, 1.4 and 3.2-3.4 (inclusive).
- 3.6 You shall be responsible for:
- the acts and omissions of each Delegated User; and
 - notifying us if any Delegated User's access needs to be revoked.
- 3.7 You may only register one Main User.
- 3.8 You must log into the App by inputting your email address and password provided at the time of registration. You may change your password at any time by following the instructions in the App. You must keep your login details safe and not share them with anyone.
- 3.9 You must verify the authenticity of your device via the App following the steps set out in the App.
- 3.10 To make use of the option in the App to print receipts, you will need to have a Bluetooth enabled device and printer.
- 3.11 You can find further information on how the App works, the technical requirements, and any restrictions on the App's use and compatibility in the User Guide.

- 3.12 If any customer's card issuer does not support online PIN entry via the App for any transaction, you can fall back to using your standalone Tyl card machine (if you have one) or send a payment link to such customer's mobile device via the App.

4. Charges

- 4.1 Any fees relating to transactions which you process using the App are set out in your Merchant Terms and Conditions and the related merchant application form.
- 4.2 Aside from the transaction fees referenced in section 4.1 above, there are currently no charges for downloading or using the App.

5. Self-service Management Portal

- 5.1 We grant each Main User and Delegated User a right to use a self-service management portal provided by us (**SSM Portal**) and subject to you complying with these Terms.
- 5.2 You can access the SSM Portal via the method(s) set out in the User Guide, using the same log-in details as you use for the App.
- 5.3 The SSM Portal can be used to access certain information connected to your use of the App, and in the case of the Main User only, to (a) request access to the App for Delegated Users; and (b) assign and remove certain access rights.

6. Our Responsibilities

- 6.1 We have taken reasonable steps to ensure the App and SSM Portal works and functions as described and is safe and secure, but we will provide the App and SSM Portal to you "as is". This means that we cannot guarantee that your access to the App or SSM Portal will be uninterrupted or that there will be no delays or failures. We also cannot guarantee that viruses and other destructive properties will not be transmitted to your device or that your device will not be damaged whilst using the App or SSM Portal.
- 6.2 We have taken reasonable steps to ensure the accuracy, currency and completeness of the information contained in the App and SSM Portal, but we provide it "as is", "as available" and we do not give or make any warranty or representation of any kind, whether express or implied. We are not responsible or liable for information provided to us or to you by a third party.
- 6.3 We are responsible for merchant support in relation to the App and SSM Portal. If you are having any issues, please contact us using the contact details set out in section 16. You acknowledge that Google has no obligation to provide any support or maintenance services in relation to the App or SSM Portal.

7. Your Responsibilities

When you use the App or SSM Portal, you must:

- not remove, copy, alter, edit, adapt or modify any aspect of the App or SSM Portal (including data);

- not use the App or SSM Portal to take unlawful, misleading, malicious or discriminatory action or make any unlawful transaction;
- comply with applicable provisions of the Card Industry Data Security Standard (PCI-DSS) in particular with regards to storage, processing and transmission of payment card data;
- not work around any technical restrictions in the App or SSM Portal or seek to use the App or SSM Portal in an attempt to, or in conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in, a content, file, or other work;
- comply with all applicable laws, payment network rules and mandates;
- not upload any content which infringes on or violates the intellectual property, publicity, or privacy rights of another;
- not upload any viruses, Trojan horses or other malware or malicious code to the App or use the App in connection with the development or transmission of any virus or malicious code
- install any device and App updates when they become available to ensure continuous use;
- not use the App or SSM Portal on any device that has been modified (jail-broken or rooted) from its original factory state;
- not reverse engineer, decompile, decipher, translate, disassemble or otherwise attempt to access source code of the App or SSM Portal;
- not remove or alter any propriety notices or labels on or in the App or SSM Portal, including any copyright, trademark or patent notice in the sample code or redistributable code;
- not use the App or SSM Portal in a way which infringes the rights that we (or affiliates) have or the rights of any third party;
- not use the App or SSM Portal in any way that purposefully interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of us or any third party;
- not create or enable others to create any application in the course of using the App or SSM Portal that could disable, hack or otherwise interfere with any authentication, content protection, digital signing, digital rights management, security or verification mechanisms or disable, override, or otherwise interfere with any device, system or software that we have;
- not access an account that belongs to another user;
- not collect any content or information from other users using automated methods (such as bots, robots, spiders or scrapers), and you must not use these methods to access the App in any other way;

- comply with the Google Rules as well as these Terms;
- comply with the User Guide;
- not capture screenshots within the App or SSM Portal;
- not allow any other users or third parties to access your App or SSM Portal in any way or share any of your information with them; and
- keep your password and other log-in information secret and you must protect your account against unauthorised access by third parties.

7.1 If at any time any of the information about the App or SSM Portal and your use of the App or SSM Portal is compromised (stolen, published or otherwise made available to third parties) you must contact us immediately to report this.

7.2 In respect of the App or SSM Portal, all claims, damages and costs (including data, Wi-Fi, roaming and printing charges) related to your use of the App, information provided by you, breach by you of these Terms, any third party agreements you enter into, use of any intellectual property or other right of any person are your sole responsibility.

8. Intellectual Property Rights and your license

8.1 We grant you a non-exclusive, non-transferable and revocable end-user license to download the App and to use it for the purposes set out in section 2.1 once you have downloaded it, provided you comply with these Terms and Google's Rules. The license covers content accessible in the App, including our support resources. It also covers updates to the app unless they come with separate terms, in which case we will give you the opportunity to review and accept the new terms.

8.2 We and our licensors are the owner of all intellectual property rights in the App and SSM Portal and their contents. Such rights are protected by laws and treaties around the world and we reserve all of these rights and other rights in the App and SSM Portal. You do not own the App or SSM Portal and only have the right to use the App and SSM Portal as permitted by these Terms. You may not grant any rights to any third party in relation to the App or SSM Portal.

8.3 These Terms do not grant you any rights in the App or SSM Portal or in any data (including personal data) made available to you via the App or SSM Portal. If any such rights vests in you, you agree to assign these rights to us to the fullest extent possible and if that's not possible you irrevocably agree for us to use these rights for our own purposes.

8.4 Any feedback you provide to us about your use of the App or SSM Portal is our sole and exclusive property, along with any improvements, changes, bug fixes or modifications that we make to the App or SSM Portal from your feedback.

9. Updates

9.1 From time to time, we may issue updates to the App and change the service to improve performance, enhance functionality, reflect changes in the operating system, or address security issues, or to discontinue or remove out of date functionality. Updates will either

download automatically or you may need to trigger them yourself, depending on your device and its settings.

9.2 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the App may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the App updated to the latest version that we make available. If you choose not to install such updates or if you opt out of automatic updates, then you may not be able to continue using the App.

9.3 From time to time, we may make changes to these Terms. You can view the most recent version of these Terms via the link set out above. We will give you reasonable notice of any changes to these Terms in advance of such change coming into effect.

10. Ending these Terms

10.1 You can end these Terms by deleting the App from your device at any time. You should delete the App from your device if these Terms are terminated and you must do so if you change or dispose of your device.

10.2 If at any time we consider that you have or may have (a) misused the App in any way; and/or (b) failed to follow these Terms in any way, we may in our absolute discretion suspend or terminate your access to the App.

10.3 We may also suspend or terminate your access to the App:

- for any reason on 2 months' notice; or
- if Google withdraws or if we need to withdraw the App for any legal or regulatory reason or if we decide to discontinue the App.

10.4 From time to time, we may need to suspend your access to the App to:

- carry out changes to the App or until you have updated the App; or
- if we need to suspend your access to the App for any other reason, including for legal or regulatory reason.

10.5 These Terms will automatically be suspended or terminated in the event Tyl suspends or terminates your Merchant Terms and Conditions.

10.6 Upon termination for any reason, your right to use the App will end, and you must stop using the App and delete the App and other related information from your devices.

10.7 If we have to suspend or terminate your access to the App, we'll use reasonable endeavours to notify you.

11. Limitation of Liability

11.1 We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the

contrary. The liability terms and conditions set out in your Merchant Terms and Conditions will apply to your use of the App.

11.2 We (and Google) do not accept any responsibility to you:

- if you are unable to access the App due to there being no internet connectivity through your device;
- for any faulty components in your device (such as a faulty camera) which prevents your full use of the App; and/or
- for any failure of Google Play to function properly.

12. Additional Terms

12.1 If any term of these Terms is found to be unenforceable, this will not affect the validity of the other terms.

12.2 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.

12.3 Failure by either of us to enforce our rights under these Terms shall not prevent you or us (as the case may be) from taking further action.

12.4 These Terms and any communications we send to you, will be in English. You can change the App language in the App to one of the languages that the App supports.

12.5 These Terms (including our Privacy Policy and Merchant Terms and Conditions) constitute the whole agreement between you and us in relation to your use of the App.

12.6 No one other than us or you has any right to enforce any term of these Terms.

12.7 We will not automatically deem you to have given us one month's notice to terminate the Merchant Terms and Conditions under condition 34.5 of the Merchant Terms and Conditions where you are receiving acquiring services (as defined therein) from us and you are using the App to take card payments.

13. Prohibited territories and persons

13.1 You represent and warrant that you are not:

- located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a 'terrorist supporting' country; and
- on any US Government list of prohibited or restricted parties.

13.2 If either of the situations in section 13.1 apply to you, you are not permitted to download and use this App.

14. Applicable Law

Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and this License will be governed by Scottish law if your address is in Scotland or English law if you live elsewhere and the English courts shall have non-exclusive jurisdiction to settle any dispute arising out of this Licence (unless your address is in Scotland, in which case the courts of Scotland shall have non-exclusive jurisdiction).

15. Our Details

We are National Westminster Bank plc, trading as Tyl by NatWest, part of the NatWest Group of companies. We are a public company incorporated in England and Wales (Company number 929027) and have our registered office at 250 Bishopsgate London EC2M 4AA.

16. Contacting each other

16.1 We may contact you about the App using your registered email address.

16.2 You must send any written notice:

- by post to Tyl by NatWest, PO Box 299, Hellaby, Rotherham, S98 1SS; or
- by email to investigations@support.natwest-tyl.com; or
- via webchat on <https://www.tylbynatwest.com/help-and-support#contact>

or such other postal address or email address or webchat link that we may, from time to time, provide on the Tyl by NatWest website (www.tylbynatwest.com) for the purpose of giving notice.

16.3 You may also call us on 0345 901 0001 or such other telephone number that we may, from time to time, provide on the Tyl by NatWest website (www.tylbynatwest.com).

16.4 You can visit the following webpage to take a look through our FAQs, as updated by us from time to time: <https://www.tylbynatwest.com/help-and-support/tap-to-pay-on-android>

17. Complaints

17.1 We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve service to all our customers. You can complain by following the complaints process on the Tyl by NatWest website following this procedure, you may also have the right to refer the complaint to the Financial Ombudsman Service (if you meet the relevant eligibility criteria). The Financial Ombudsman Service can be contacted at Exchange Tower, London E14 9SR, on 0800 023 4567 or 0300 123 9123, or via its website: financial-ombudsman.org.uk.

17.2 You can also complain to the Financial Conduct Authority, whose details can be found on its website: www.fca.org.uk/contact.

18. Privacy Policy

To find out how we collect and process your personal information, including the collection of cookies, please check our Privacy Policy on our website which you can access directly at <https://www.tylbynatwest.com/assets/downloads/natwest-taptopay-privacy-policy.pdf>

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