

FX powered by Barclays Terms of Use

Date updated: 15 March 2016

Changes to the Terms of use

We have revised these terms use to add a new provision explaining what you agree to when you give us feedback about the app. By continuing to use the app, you accept these changes.

These terms of use are between you and Barclays Bank PLC (“Barclays or “we” or “us”). They explain what we expect of you and you can expect from us when using FX powered by Barclays (“the app”). By downloading or using the app, you agree to these terms of use. You must be at least 16 years old to use this app. Unless we tell you differently, these terms of use are governed by English law and the language we use for all our communications is English. The app contains rates, charts, graphs and other data on foreign currency (“Information”). The information is taken from BARX, the Barclays electronic trade platform which utilizes trade and statistical services and other sources. We do not promise that the information is accurate or complete and you should not rely on it as such. The app is for information purposes only and is not (and should not be taken as) an offer to sell or buy currencies, or other instruments, nor to enter into any transactions. Past performance is not indicative of future results. By using the app, you accept that we will not be responsible if you rely on the information or something goes wrong. We can (but have no obligation to) make improvements in, updates and/or corrections to any delays, errors, inaccuracies or omissions in any portion of the information or the app.

The rates shown in the app are not buy and sell rates, instead they are mid-market rates taken from the mid-point between the buy and sell rates currently available from our electronic FX trading platform BARX. If you choose to transact you will potentially receive a rate that differs significantly from the mid-market rate.

Use of cookies and other technologies

The app uses cookies and other technologies (“cookies”) to work effectively. We also use cookies to collect information about how you use the app for example which areas you most often visit and if you receive error messages. By using the app, you consent to us collecting information about your device and how you use the app to help us improve its performance and your experience, to serve ads and to measure the effectiveness of our advertising.

Notifications and other messages

We can send you notifications about the app. You can turn these off at any time in the app or on your device. We can also display messages about the app and products or services that may be of interest to users. These messages are not targeted to you as an individual and are shown to all users.

Age Limit

You must be at least 16 years old to use the app.

Using the app

You can use the app to get general information about foreign currency rates for personal use provided you do not distribute, sell or change the information.

In addition, you must:

- (a) ensure you comply with any local restrictions on downloading, using or otherwise exporting the app;
- (b) not use the app or information in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the app or Barclays operating systems;
- (c) not attempt to derive income from the use or provision of the app or information, whether for direct commercial or monetary gain or otherwise;
- (d) not reproduce, copy, modify, distribute, market, display, transfer, sublicense, prepare derivative work(s) or adaptation(s) based on the app or information;
- (e) not share the information with any other person;
- (f) not use the app in a way that could damage, disable, overburden, impair or compromise the app, Barclays systems or security or interfere with other users; and
- (g) not collect or harvest any information or data from the app or our systems or attempt to decipher any transmissions to or from the servers running the app.

No offer

The app is for information purposes only and is not (and should not be taken as) an offer to sell or buy currencies or other instruments, nor to enter into any transactions. Past performance is not indicative of future results.

Accuracy of information

The information in the app is taken from BARX, the Barclays electronic trade platform which utilizes trade and statistical services and other sources. We do not promise that the information is accurate or complete and you should not rely on it as such.

Local legal restrictions

Access to the app or information may be restricted by the laws or regulations of the country from which you are accessing this app. Where there are such restrictions, you must not download or use this app there.

Intellectual property

The app may use or include software, materials or components which either we own or have been licensed to use by third parties or through open source licences. The app and any open source components are subject to copyright notices, licence and other terms which are available from our website. You agree that all right, title and interest (including all copyrights, trademarks, service marks, patents and other intellectual property rights) in the app and information belong to Barclays and our licensors, as applicable.

Barclays and BARX are service marks and/or trademarks of Barclays. Any other logos shown in the app are service marks and/or trademarks and/or trade names of their respective owners.

Charges

We do not charge you for using the app but you may incur data charges from your network provider when you use the app.

Liability

We will not be liable to you for any losses you suffer or costs you incur because:

- (a) you can't access or use the app for any reason or there is a delay in its use;
- (b) any device, hardware or software you use with the app is damaged or corrupted or fails to work;
- (c) the app does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;
- (d) the information is inaccurate or incomplete or you rely on it;
- (e) you did not receive any message or notification in a timely manner; or
- (f) there is a reduced level or failure to provide any service caused by another party including software providers and mobile operators.

Changes to these terms of use

We can change these terms of use at any time (for example when we introduce new features, remove existing features or change how the app works). We can also change these terms of use to make them clearer or to comply with any regulation, law or policy that applies to us. We will tell you of a change when you next start the app or log onto our website. Where the change is to your detriment, we will give you 30 days notice before it takes effect. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the app.

From time to time updates to the app may be issued and you may not be able to use the app until you have downloaded the latest software updates and accepted any new terms.

Ending our relationship

You can stop using the app at any time by deleting or uninstalling it. We can remove the app from the app store or stop providing a service or information at any time without telling you in advance. We can also stop supporting a specific operating system or platform.

Feedback

If you provide feedback or ideas ('suggestions') on the app, you understand we may use your suggestions without any obligation to attribute them to you or to compensate you. You must not give us any information that is confidential, commercially sensitive or contains original creative work or is the intellectual property or proprietary property of you or another person. Any suggestions you make will automatically become the property of Barclays

Electronic Commerce Directive

Barclays complies with the Electronic Commerce Directive.

Regulator and responsibility

The app is maintained by Barclays Bank PLC and is made available to persons based in the United Kingdom by that company. Barclays Bank PLC is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority in the United Kingdom and is a member of the London Stock Exchange. Barclays Bank PLC is registered in England No. 1026167 with its registered office at 1 Churchill Place, London E14 5HP.