



AIB Visa Corporate, Business and Purchasing Card

Terms and Conditions of Use effective from 13th January 2018

The use of your Card is governed by these terms and conditions (“Conditions”). When you use your Card you are deemed to have accepted these Conditions.

DEFINITIONS

In these terms and conditions:

Account means the card account kept by us in the name of the Principal Cardholder in which debits and credits in respect of Transactions are recorded.

Additional Cardholder means a person who has been authorised in accordance with Condition 20 to effect Transactions on the Account.

Agreement means the agreement between the Principal Cardholder and us for the opening of an Account and the issue of a Card and incorporates these Conditions, the application form, each Card Carrier, the Digital Wallet Agreement (as applicable), all fees and charges booklets and schedules and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

AIB Visa Card means all AIB Visa Corporate and Business Cards as well as all AIB Visa Purchasing Cards.

Available Credit means at any time the unutilised amount of the Credit Limit and resulting unutilised amount of the Credit Line.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, where a payment to an account with another financial services provider is involved, on which the Payee’s financial services provider is also open for business.

Card means any AIB Visa Card issued by us to the Principal Cardholder or any Additional Cardholder for the purpose of effecting Transactions on the Account pursuant to the terms of the Agreement, including any virtual or digital representations of such cards registered in a Digital Wallet (a “Digital Card”). This incorporates all elements of that card, including without limitation, the Chip and Card number. Where the context or provision so requires, reference to “Card” or “Cards” within these Conditions shall be limited to a physical credit card.

Card Carrier means the separate confidential mailing slip or cover sent with a Card, containing instructions regarding its authentication and security.

Card Type means the particular type of AIB Visa Card issued to the Principal Cardholder or as the case may be, an Additional Cardholder.

Cash Machine means a machine which dispenses cash and/ or, in some cases, receives lodgments and/or performs other banking functions.

Chip means an integrated circuit embedded in a Card.

Conditions means these terms and conditions as amended, extended, supplemented or replaced from time to time.

Contactless Transaction means a Transaction that is carried out by holding your Card and/or a Device upon which a Digital Card is stored, if in each case it is enabled to effect contactless Transactions, near a terminal which is enabled to accept contactless Transactions.

Credit Limit means the maximum debit balance permitted by each Additional Cardholder in respect of the Card issued to them, as determined by the Principal Cardholder and notified to us by the Principal Cardholder from time to time.

Credit Line means the maximum debit balance permitted on the Account as determined and notified to the Principal Cardholder by us from time to time.

Device means a mobile phone, tablet or other device on or in respect of which a Digital Card has been registered or that you use to access a Digital Wallet.

Digital Card shall have the meaning set out within the definition of Card.

Digital Wallet means a digital wallet or any other electronic payment system which facilitates the use of your Card or an electronic record of your Card for the purposes of carrying out Transactions and in which your Card has been registered.

Digital Wallet Agreement means any terms and conditions applicable to a Digital Wallet which is either offered by us or by a third party provider in agreement with us.

EEA means the current members of the European Economic Area as may be amended from time to time.

Individual Liability Cardholder means an Additional Cardholder to whom we have agreed to issue a Card in accordance with Conditions 23-36 on the basis that they will be personally liable for the Outstanding Balance.

Merchant means any business or individual who accepts payment made with a Card.

Micro-Enterprise is as defined in the Payment Services Directive and essentially means an enterprise which at the time of the relevant contract, employs fewer than 10 people and whose annual turnover and/or annual balance sheet total does not exceed €2 million. This includes self-employed persons, family enterprises, partnerships and associations that are regularly engaged in an economic activity.

Outstanding Balance means, at any time, the debit balance outstanding on the Account at that time.

Payee means the receiver of the payment.

Payer means the maker of the payment.

Payment Services Directive or PSD2 means EU Directive 2015/2366 relating to payment services as amended or replaced from time to time and transposed into Irish law.

PIN means the secret Personal Identification Number that is used with a Card as allotted by us and/or subsequently chosen by you.

Principal Cardholder means a body corporate, a partnership, other unincorporated body, or an individual(s) in whose names an Account is maintained.

Safeguard System means a system to aid the secure use of your Card over the internet, such as Verified by Visa, as that system or its name may change or be replaced from time to time.

Security Details means any security procedure you follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example a password, passcode, access code, security code, or biometric data such as a fingerprint).

SMS Message means a text message sent using a short message service to or from telecommunication devices that use global system for mobile (GSM) communication.

Statement means a paper or electronic statement issued by us, in respect of the Account.

Third Party Agreements shall have the meaning set out in Condition 68.

Transaction means a transaction in which a Card is used to obtain goods, services or cash on credit (including through the use of a Digital Wallet) and (includes all debits and credits made to the Account pursuant to this Agreement).

“You” and “your” refers to the Principal Cardholder and, unless the context otherwise requires, any Additional Cardholder. Any references to “we”, “us”; and “our” or “Bank” means Allied Irish Banks, p.l.c. and this includes our successors and assigns. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1 and our principal business is the provision of financial services. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

For the purposes of these conditions, “person” includes both natural and legal persons and “Principal Cardholder” includes the successors and personal representatives of the Principal Cardholder.

In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.

Your Card

- Subject to these Conditions, our credit card service allows you to pay for goods and services purchased from Merchants, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate credit card logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.
- There is a variety of means by which you can authorise such Transactions, these include:
 - authorisation by means of your Card used in conjunction with your PIN for point of sale Transactions or Transactions using a Cash Machine;
 - authorisation by means of your Card for Transactions by mail, telephone, mobile phone or other portable device, internet or by use of a Safeguard System (including the use of your Digital Card through a Digital Wallet);

- authorisation by means of your Card and/or Device (upon which a Digital Card is registered) to effect a Contactless Transaction, where your Card and/or Device is enabled to effect Contactless Transactions as set out in Condition 52; and
- authorisation by means of your Card and signature.

Looking after your Card and PIN

3. Unless otherwise specified by us these Conditions apply to all Card Types. We may from time to time extend these Conditions to apply to other types of credit or charge card issued by us.
4. The Card and PIN must be used in accordance with these Conditions.
5. You must:
 - sign your Card as soon as you receive it using a ball point pen;
 - exercise all reasonable care to keep your PIN and Safeguard System passcode secret and your Card, your Security Details and any Devices secure at all times;
 - only use your Card (a) within the Credit Limit, (b) within the period for which it is stated to be valid and (c) strictly in accordance with the Agreement; and
 - tell us immediately if there is a change of name, bankers, business, home or mobile telephone numbers, e-mail address, or your address to which Statements are sent in accordance with the 'Monthly Statement and Payment Arrangements' section of these Conditions.
6. You must not:
 - let anybody else obtain, know or use your Card or your PIN, Security Details or Safeguard System passcode;
 - disclose your Card number to anyone, except when carrying out a Transaction or to verify your identity to us or to register or activate a Card for use in connection with a Digital Wallet or to report it lost, stolen or likely to be misused; and/or
 - write or record in any other manner your PIN, Security Details, or Safeguard System passcode.
7. Each Card is and remains our property and may be cancelled, suspended, recalled or retained by us in accordance with the provisions of the Agreement.
8. By signing or using the Card you agree to comply with these Conditions and you acknowledge that you will use the Card solely for the purposes of your business, trade or profession and that you are not acting as a consumer within the meaning of the Consumer Credit Act, 1995 or the European Communities (Unfair Contract Terms in Consumer Contracts) Regulations 1995.

Credit Limit

9. We will set a Credit Line on the Account. We may, subject to applicable law or regulation, vary the Credit Line from time to time at our discretion or at your request. We will notify you of any such variation. You will be given not less than 10 days' notice of any proposed decrease in the Credit Line on the Account, except where such decrease is requested by you.
10. When issuing a Card to an Additional Cardholder you will notify us of the Credit Limit to be set in respect of that Card. We will act on an instruction from you to increase or decrease a Credit Limit. An increase to a Credit Limit cannot bring the total Credit Limit outside of the overall Credit Line.
11. If a Card is used for a Transaction which would bring the outstanding debit balance ("**Outstanding Balance**") in excess of the Credit Limit, we reserve the right to authorise or decline such Transactions. If we authorise a Transaction in excess of the Credit Limit currently applying to that Card, this will not affect the Credit Limit and subsequent Transactions bringing the Outstanding Balance in excess of the Credit Limit or where the Credit Limit has been exceeded may be declined.
12. When you make a Transaction using your Card, the balance on the Account will usually be increased immediately by the amount of the Transaction. Sometimes, a Merchant, (for example, a self-service petrol station or hotel) may obtain a specific pre-authorisation for an amount agreed with you. This pre-authorized amount may not immediately increase the balance but may reduce your Available Credit. The pre-authorized amount may only be charged to your Account by the Merchant in certain circumstances (for example, where you have obtained goods or services to the value of the pre-authorized amount) if agreed by you with that Merchant. Once the Merchant instructs us to, we will remove the pre-authorized amount from your Card as soon as possible.

We recommend that you review your Account details online on a regular basis. Please contact us as set out in the 'Contacting Us' section if you have any queries.

Restrictions

13. A Card must not be used:
 - if the Agreement is ended;
 - after a Card has expired or been reported lost, copied or stolen or has been cancelled or suspended;
 - in respect of a Digital Card, after that Digital Card and/or your account relating to that Digital Card has expired or has been cancelled or suspended or any applicable Device in respect of which that Digital Card has been registered has been compromised, lost or stolen;
 - at any Cash Machine abroad in violation of local regulations; or
 - for any illegal purchase or purpose whatsoever.
- We reserve the right to decline to authorise any Transaction in accordance with Condition 46 of the Agreement.

Cash Withdrawals

14. Your Card may be used for cash withdrawals, advances made by Card and cash related Transactions, such as the purchase of cash. A cash advance fee may also apply and where the Transaction is not done at a Cash Machine you may also be asked for proof of identity.
15. Cash withdrawals are subject to both transaction and daily limits. The transaction limit can vary between financial institutions and from time to time. The cash limit will be determined by us and may vary from time to time. Details of the daily cash limit are available from us.
16. We will not be obliged to provide Cash Machine facilities at any particular time and may withdraw or terminate such facilities without notice. We will not be liable for any loss or damage resulting from failure to provide any service, or failure or malfunction of a Cash Machine.
17. We may, at our discretion or on the written request of the Principal Cardholder, disable the cash withdrawal facility for a Card. Certain Merchants and Cash Machines may still allow you to withdraw cash when the cash withdrawal facility has been disabled. Any such withdrawals will be treated in all respects as though they were Transactions.
18. A Card may be used outside Ireland subject to any limits or regulations that may be imposed by the appropriate regulatory authorities from time to time.
19. Where the Card is used to obtain euros in a country where the national currency is not the euro, the local bank may convert the amount of euros into the local currency and may charge a foreign exchange margin. This may result in an amount debited from the Account that is different to the amount you withdrew.

Additional Cardholders

20. At the request of the Principal Cardholder we may issue additional Cards, together with a separate PIN, for use by any person nominated by the Principal Cardholder as an Additional Cardholder on his/her Account. The Principal Cardholder must ensure that Additional Cardholders comply with these Conditions. Additional Cardholders will be furnished with a copy of these Conditions and will be bound to observe these Conditions to the extent that they apply or are relevant. The Principal Cardholder is and remains at all times, primarily responsible for all Transactions for which the additional Card is used, including those charged to the Account after the additional Card has been returned to us and irrespective of whether the Transactions are related to the business of the Principal Cardholder or not. We will cancel any additional Card at any time if the Principal Cardholder requests this by contacting us in accordance with the 'Contacting us' section, in which case the additional (physical) Card, cut in two (through the signature box, magnetic strip and Chip) for security reasons, must be returned to us. All applicable Digital Cards related to the Card must be deleted or unregistered. Our contact details are set out in the 'Contacting us' section of these Conditions.
21. By entering into this Agreement, the Principal Cardholder gives us the authority to pass on information about the Account or Transactions, in so far as they relate to the Additional Cardholder, to that Additional Cardholder by electronic or other means. By accepting an additional Card an Additional Cardholder authorises us to pass on information about Transactions effected by use of the additional card (including any Digital Cards related to the Card) to the Principal Cardholder by electronic or other means. However, no amendments to the Account details or variation of the Credit Limit will be accepted from an Additional Cardholder.
22. The Principal Cardholder is liable for the payment of all Transactions carried out by an Additional Cardholder as if the Transactions had been personally carried out by the Principal Cardholder and regardless of the ability of that person, or whether they are a minor or not.

Additional Cardholders with Personal Liability

23. By agreement between us and the Principal Cardholder an Additional Cardholder may have personal liability in respect of the use of his/her Card (an **"Individual Liability Cardholder"**).
24. Conditions 23 to 36 only apply where we have agreed to issue Cards to Individual Liability Cardholders.
25. A sub account to the Account will be maintained in the name of each Individual Liability Cardholder to which all Transactions (including fees and charges payable under Conditions 65 and 66 and refunds under Condition 67) will be debited or credited (the **"Sub Account"**).
26. We will issue a Statement monthly to each Individual Liability Cardholder, on a date which we may decide, containing (a) details of all Transactions debited and credited to the Sub Account held in the name of such Individual Liability Cardholder since the previous Statement (or, in the case of the first Statement, since the opening of such Sub Account), and (b) the Outstanding Balance (if any) at the Statement date and (c) payment due date.
27. We will issue a monthly summary Statement to the Principal Cardholder detailing the outstanding balances on all Sub Accounts.
28. Cards issued to Individual Liability Cardholders will not be used for any personal, family, household, or other purposes not related to the Principal Cardholder.
29. The full amount of the outstanding balance shown to be due on the monthly Statement issued in accordance with Condition 26 will be payable by the Individual Liability Cardholder, regardless of whether that Individual Liability Cardholder has been reimbursed by the Principal Cardholder.
30. Each Individual Liability Cardholder must maintain a direct debit mandate in our favour in respect of his/her Sub Account.
31. We will effect payment of the full amount outstanding on a Sub Account by initiating a direct debit to the bank account of the Individual Liability Cardholder in whose name such Sub Account is kept on or immediately after the date specified in the Statement (or such other date as may be agreed by us with the Principal Cardholder).
32. If the Individual Liability Cardholder does not pay any amount outstanding on a Sub Account when due we will notify the Principal Cardholder in writing of such default and the Principal Cardholder shall pay the outstanding amount within 21 days of such notification. The Principal Cardholder is liable in such an event for all Transactions on the Sub Account and not simply those relating to the Principal Cardholder.
33. For the avoidance of doubt the Principal Cardholder shall be liable for and shall pay all Transactions on a Sub Account following the termination of an Individual Liability Cardholder's Card whether such charges occurred before or after termination including any late fees or other amounts due under the Agreement (regardless of whether these are related to the Principal Cardholder or not).
34. The relationship between us and an Individual Liability Cardholder will be that of debtor and creditor.
35. Each Individual Liability Cardholder shall be jointly and severally liable with the Principal Cardholder for all amounts debited to the Sub Account in his/her name, irrespective of whether the Transactions are effected in breach of these Conditions or whether they are related to the business of the Principal Cardholder or not.
36. The Principal Cardholder will ensure that each Individual Liability Cardholder, at the same time as he or she is given an application form to apply to become an Individual Liability Cardholder, is provided with a copy of these Conditions.

Joint Liability

37. In circumstances where the **"Principal Cardholder"** consists of two or more persons the term will include those two or more persons and each of any of them. All of the Principal Cardholders obligations under the Agreement will be deemed to be joint and several on each person.
38. If the Principal Cardholder is a partnership, the liabilities of each person included in the term **"Principal Cardholder"** will not be affected by a change in the membership of the partnership. Change in the membership can occur because of death, bankruptcy, retirement, disability or otherwise of any partner or the admission of a new partner(s). Furthermore, where a new partner is admitted to the partnership that person will be jointly and severally liable (with all other persons included in the term **"Principal Cardholder"**) for all obligations under the Agreement.

Loss or misuse of a Card

39. Both the Principal Cardholder and Additional Cardholder (collectively for the purpose of the following Conditions the **"Cardholder"**) will take all reasonable steps to ensure the safety of the Card, PIN, Security Details, Safeguard System passcode and any Devices.
40. You must exercise all reasonable care and take all necessary steps to ensure the safety of the Card, PIN, Security Details, Safeguard System passcode and any Devices. If you think someone else knows your PIN, Security Details or Safeguard System passcode or if your Card or any Device is lost, copied, mislaid, stolen, used, or likely to be used for a fraudulent or improper purpose, you must contact us or Visa **immediately**. Our contact details are set out in the 'Contacting us' section of these Conditions. We may request that you confirm the same in writing to us, but without affecting the validity of any action taken by us in response to your request. For the avoidance of doubt, notification of loss or theft of a Card or the compromise of its details or your PIN, Security Details or Safeguard System passcode will be accepted by us from card protection service organisations that notify us of the loss or theft.
41. By reporting a Card as lost, copied, mislaid or stolen or as being used or likely to be used, for a fraudulent or improper purpose, you will be deemed to have thereby authorised us to cancel that Card (including any Digital Cards which have been stored or accessed on a reported Device). It cannot be used again and any Digital Cards stored or registered in respect of a reported Device must not be used again. If found, your physical Card must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and returned to us immediately at the address in the 'Contacting us' section of these Conditions.
42. You may be liable for any losses in respect of unauthorised Transactions resulting from the loss, theft or misuse of the Card. If you are a Micro-enterprise, this liability is limited to €50 per unauthorised Transaction. However, we will refund the full amount of the unauthorised Transaction where:
 - (a) the loss, theft or misuse was not detectable to you prior to a Transaction being made, except where we have reasonable grounds for suspecting you have acted fraudulently and we notify the relevant national authority of this; or
 - (b) the unauthorised Transaction was caused by the acts or lack of action on our part (including any employee, agent or branch of ours to which we have outsourced activities).
43. You will be liable for any losses incurred in respect of unauthorised Transactions where it is established you fraudulently, intentionally, or with gross negligence failed to:
 - tell us without undue delay about any loss, theft or misappropriation of the Card or the compromise its details or PIN, Security Details or Safeguard System passcode in accordance with Condition 40.
 - adhere to the security requirements applicable to a Digital Card and/or Device as set out in the relevant Third Party Agreement;
 - the safekeeping and/or disclosure requirements of the Card, PIN , Security Details or Safeguard System passcode;
 - any Transactions were effected as a result of the breach of Condition 6; or
 - any Card (including any Digital Card) is used by any other person outside the terms of this Agreement and who has possession of it with your consent.
44. In the event of notification by a Cardholder in accordance with Condition 40 above you will co-operate with us and the relevant police authority in any investigation and give us and the police all information relating to such loss, theft or disclosure and all reasonable assistance to lead to the recovery of the Card. You authorise us to inform any appropriate third party of the loss, mislaying, theft or possible misuse of the Card and to give them such other information as may be required.
45. If as a result of investigation, we establish that the Transaction claimed as unauthorised is in fact an authorised Transaction, we may charge your Account with any amount refunded and re-charge any fees and/or charge (including interest) that you owe us. As part of any such investigation, if you are not a Micro-enterprise, you will be responsible for demonstrating that the Transaction was unauthorised.

Once a Card has been reported lost, stolen or liable to misuse, it cannot be used again. If found, it must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and returned to us immediately at the address specified in the 'Contacting us' section of these Conditions.

46. If we suspect that a Card is being used improperly or fraudulently or in breach of the Agreement we may, without the Bank having any liability to you for so doing, decline to authorise any further Transactions on the Account until we have contacted you and satisfied ourselves in that regard. We will endeavour to contact you in accordance with the 'Contacting you' section or by SMS Message before we take a decision to decline authorisation of such Transactions, but you acknowledge and agree that it may not always be possible for us to contact you before declining such Transactions. Should we contact you by SMS Message you may be asked to confirm a Transaction by sending us an SMS Message in reply. You hereby agree and authorise us to take such actions as we deem necessary, including suspending the Card. You agree that any contact by us is for the purposes of combating wrongdoing.

The Account

47. The amount of all Transactions will be debited to the Account and this will reduce the Available Credit by the relevant amounts. The timing of this debit will depend on when we receive the Transaction Details from the Merchant or the Merchant's bank or, in the case of a cash withdrawal, when we receive details of the withdrawal.

Payment for goods or services

48. Use of your Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting us' section of these Conditions.
49. The Cardholder will be liable to pay all sums that are charged to the Account in respect of or resulting from all Transactions including where such Transactions are made by telephone, mobile phone or other portable device, mail order, internet, PIN, Security Details, signature, by use of a Safeguard System or by way of a Contactless Transaction or by using a Digital Wallet, even where such Transactions are made in breach of these Conditions. You should therefore check the amount of every Transaction and all other details/information relating to the Transaction are correct before you authorise it.
50. Once authorised a Transaction cannot be subsequently revoked (whether or not a voucher is signed or a PIN number verified) as we guarantee payment. Where you have authorised a Merchant to set up a continuous payment instruction (for example a subscription) on from your Card and you wish to cancel it, you can do so by contacting us up to the last Business Day before the payment is due to leave your Account. You should also give written cancellation notice to the Merchant and keep a copy of the letter.
51. When a Transaction is authorised by use of a Card and PIN, we will deem it that the Transaction was authorised by the Principal Cardholder or, as the case may be, the Additional Cardholder. You should always check the amount of the Transaction before entering your PIN.
52. You can use a Card (if it is enabled to effect a Contactless Transaction) and/or a Device (upon which a Digital Card is registered and enabled to effect a Contactless Transaction) to make purchases for small amounts without using the Chip and PIN and/or Security Details. When making a payment using your Card by way of a Contactless Transaction you must place your Card and/or a Device against the reader in the retail outlet. The Card and/or Device, as applicable, will be detected and the payment is completed without you entering your PIN and/or Security Details. Occasionally, for your security, you may also be asked to enter your PIN and/or Security Details, so as to verify your identity. For Contactless Transactions over certain amounts, you may be asked to enter your PIN if you use your physical Card, or your Security Details if you use your Device. Details of these limits are available by contacting us. When a Transaction is authorised by way of a Contactless Transaction, we will deem it that making of a payment using your Card by way of a Contactless Transaction in accordance with this Condition that the Transaction was authorised by you.
53. When a Transaction is authorised by the use of a Safeguard System, the use of the Safeguard System will be deemed by us that the Transaction was authorised by you. Use of any Safeguard System by you is subject to the terms of use of the Safeguard System. If you do not comply with the Safeguard System terms of use when prompted (such as providing the one time passcode), or authentication through the Safeguard System service fails, we may not authorise the Transaction.
54. The amount of any non-euro Transaction will be converted to euro at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will

actually be processed by Visa. For transactions in EEA currencies we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to the Account. In addition to the fees and charges referred to in Condition 65, you may also be charged a transaction fee by the local bank which processes the Transaction. Our contact details are set out in the 'Contacting us' section in these Conditions.

Monthly Statement and Payment Arrangements

55. We will normally issue a Statement monthly to the Principal Cardholder, on a date determined by us, containing (a) details of all Transactions debited and credited to the Account since the previous Statement (or, in the case of the first Statement, since the opening of the Account), and (b) the Outstanding Balance (if any) at the Statement date. We will also issue a monthly summary Statement to the Principal Cardholder detailing the outstanding balances of all Cards.
56. The full amount shown to be due to us on each Statement will be payable by the Principal Cardholder to us.
57. If we cannot produce or issue any Statement for any reason beyond our control, or you do not receive any Statement, your responsibilities under the Agreement will continue.
58. Payments to your Account may be made by electronic payment only (by direct debit or otherwise). We will apply such payments to your Account on the Business Day we receive it. The principal purpose of the Account is to provide you with access to credit. Although it is possible to operate the Account with a credit balance, at all times, we reserve the right to reject or return any Transactions which create or increase credit balances. For as long as there is a credit balance on your Account, this balance is repayable to you at your request.
59. We will effect payment of the full amount by initiating a direct debit to the Principal Cardholder's bank account on or immediately after the date specified on the Statement (or such other date as may be agreed by us with the Principal Cardholder). If for any reason full payment is not received by us we may decline to authorise Transactions.
60. Failure of the Principal Cardholder to maintain a direct debit mandate in favour of us will constitute a breach of the Agreement.

Queries and Disputes

61. You should carefully examine all Statements and any other Account information received by you or accessed by you online and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details online on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Our contact details are set out in the 'Contacting us' section of these Conditions.
62. You must notify us without undue delay on becoming aware of any unauthorised Transaction on your Account. If you are not a Micro-enterprise, you will be responsible for demonstrating to us that the Transaction was unauthorised. Where you are not liable under Condition 43, and you notify us without undue delay we will refund to you the amount of any payment debited to your Account which was not authorised by you and, where necessary, restore your Account to the state it would have been in had the Transaction not taken place. We will not have any further liability to you in this respect. We will consider that there has been undue delay in this regard if you fail to notify us within 60 days of the date of the Transaction being debited to your Account. In any event, a failure to notify us within 13 months of the date of the Transaction being debited to your Account will always amount to undue delay.
63. Where the Payee's bank is located outside the EEA and you wish to dispute a transaction you must notify us immediately or at least within 60 days of the transaction being debited to your Account.
64. If you are a Micro-enterprise:
- Where the Payer's bank and the Payee's bank are both located in the European Union, and you contact us within 8 weeks, we will refund you within 10 Business Days of your request, where you can prove to us that both the following circumstances applied:
 - your authorisation did not specify the exact amount of the payment when the authorisation was made; and
 - the amount of the payment exceeded the amount that you could reasonably have expected taking into account your previous spending pattern.

If you make a claim for such a refund you must provide to us all relevant information requested by us. For the purpose of calculating

the 10 Business Day period referred to within this Condition, your request will only be deemed to have been made when you provide all such information. If we dispute your right to a refund we will advise you of our reasons. If you are not satisfied with our reasons you may make a complaint in accordance with the complaints procedures detailed in the 'Complaints' section.

For the avoidance of doubt, you have no right of refund where:

- (i) You have given your consent to execute the Transaction directly to the payment service provider,
 - (ii) Where applicable, information on the future payment Transaction was provided or made available to you at least 4 weeks before the due date by the payment service provider or the Payee.
- (b) Where the Payer's bank and the Payee's bank are both located in the EEA and where a payment was not executed by us, or was incorrectly executed by us, or was executed late by us, we will refund you and where applicable restore your Account to the position it would have been in had the non-executed or incorrectly executed or late executed payment not taken place providing:
- (i) there is no undue delay on your part in notifying us of an incorrectly executed, non-executed or late executed payment; and
 - (ii) none of the events detailed in Condition 80 prevented us from making the payment.

Regardless of the issue of liability, where you notify us of a non-executed or incorrectly executed payment we will make immediate efforts to trace the defective payment. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to charge your Account with our relevant charges.

Fees and Charges

65. All fees and charges in connection with the Account will be the Principal Cardholder's liability and will be debited to the Account in accordance with the following arrangements:
- all fees payable on the Account are outlined in the schedule of fees and charges relevant to your Card Type for the time being in force; and
 - all stamp duties and government levies payable in respect of the Card are your liability and will be collected by us by debit of the Card. Should you close your Account before the date of collection the amount will be debited at closure and payable by you.

Where a Card is used to obtain a cash advance, a cash advance fee will apply as notified to you from time to time in the schedule of fees and charges relevant to your Card Type for the time being in force. In all cases, the cash advance fee will be debited to the Account on the date of the cash advance and will appear in the next Statement.

66. Separate charges may be incurred and debited to the Account and will be advised to you from time to time. These can be in respect of late payments, returned payments or operating in excess of your Credit Limit. These charges will be advised to you in writing on the opening of the Account and will be published in the schedule of fees and charges relevant to your Card Type for the time being in force. We will ensure that the charges conform to any scale or amounts that may be set under any law, regulation or other order.

Refunds

67. If a Merchant initiates a refund we will only credit the Account with the amount due upon receipt of the refund amount from the Merchant and, unless so credited the Account will be payable in full. Refunds are not treated as payments made to the Account and therefore will not be reflected in the current amount due for settlement as required under Condition 56. The amount due must be settled in the normal manner and any refund received will be recognised and taken into account in the following Statement.

Third Party Agreements

68. Third parties providing applications or services in connection with your use of Digital Cards and/or the Digital Wallet may have their own agreements which you are subject to in relation to your use of a Digital Card and/or a Digital Wallet (the "Third Party Agreements"). It is your responsibility to read and understand such Third Party Agreements before creating, activating or using a Digital Card and/or a Digital Wallet and you agree to comply with all such terms and conditions. We shall have no responsibility or liability in respect of any Digital Wallet facilities provided by third parties nor any other applications or services which are provided by third parties in connection with your use of Digital Cards and/or the Digital Wallet, including any fees or charges which may be levied to you by third parties in connection with your use of their applications or services.

Ending the Agreement

69. The Agreement shall continue until ended by either the Principal Cardholder or us. The Principal Cardholder may at any time end the Agreement by giving notice in writing to us and returning all (physical) Card(s) (including those issued to an Additional Cardholder) cancelled by being cut in two (through the signature box, magnetic strip and Chip) to us. Our contact details are set out in the 'Contacting us' section of these Conditions.
70. We can immediately temporarily or permanently block any Card, end the Agreement, cancel all Card(s) and/or refuse to issue, renew or replace any Card upon the happening of any one of the following events:
- (a) if the Principal Cardholder fails to pay the outstanding balance on the Account(s) when payment(s) fall(s) due or fails to pay any other monies or liabilities whatsoever or howsoever due or incurred by him, her or it to us;
 - (b) if the Principal Cardholder breaches any of these Conditions;
 - (c) if the Principal Cardholder:
 - becomes insolvent;
 - is adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against him/her/it in another jurisdiction;
 - has a judgement obtained against him/her/it and remains unpaid for a period of fourteen days from the date of such judgement;
 - ceases trading;
 - is no longer, in our opinion, able to manage his/her/its financial affairs;
 - has a receiver appointed over any part of its property or undertaking or if a petition is presented for winding up or for the appointment of an examiner or if a meeting is convened for the purpose of considering a resolution or a resolution is passed for the winding-up of the company;
 - has any form of attachment order made against him/her/it;
 - is in breach of any other agreement with us;
 - uses the Card or Account for any unlawful or other inappropriate purpose; or,
 - makes any arrangement or composition with his/her/its creditors;
 - (d) if the Principal Cardholder dies (where applicable);
 - (e) if any representation, warranty or statement made by the Principal Cardholder to us is or becomes untrue in any material respect;
 - (f) in order to comply with any law;
 - (g) if for any reason this Agreement becomes unenforceable or void;
 - (h) on a material change relevant to the Principal Cardholder occurring which is in the opinion of the Bank prejudicial to the Bank's interest; or
 - (i) it becomes unlawful for the Principal Cardholder to continue to have a Card.
71. Unless we are permitted by law to give you shorter notice, we may terminate the Agreement by giving you at least two months' notice.
72. For the avoidance of doubt, if you are not a Micro-enterprise, we may be allowed by law to exclude you from the notice requirements set out in the Payment Services Directive.
73. We may cancel any or all Cards used in connection with the Account at any time without notice or refuse to re-issue, renew or replace any Card.
74. We may publish the suspension or cancellation of any Card.
75. If a notification under Conditions 40 or 41 is made to us, or if the Agreement is ended we may request a Merchant or other person to retain any physical Card or cancel any physical Card by cutting it in two and returning it to us.
76. If this Agreement is ended (whether by the Principal Cardholder or by us) the Principal Cardholder will be liable to pay in full the outstanding balance on the Account on the date the Agreement is ended and, to the extent not included in the Outstanding Balance: all outstanding Transactions, all outstanding fees and charges which are chargeable to the Account in respect of Transactions, all stamp duties and government levies and all accrued but unpaid interest. In addition, you may also be subject to fees and charges related to the use of a Digital Wallet under the Third Party Agreements. You are solely responsible for the payment of these fees and charges. The terms of this Agreement will remain in full force until all money owed is paid. For the avoidance of doubt, there will be no other costs incurred by the Principal Cardholder in respect of termination of this Agreement.

77. In order to ensure the timely cancellation of Additional Cards issued on the Account, the Principal Cardholder must notify us at the same time as an Additional Cardholder leaves the employment of the Principal Cardholder or becomes no longer entitled to hold a Card under the Account. The Principal Cardholder should cut the physical Card in two (through the signature box, magnetic strip and Chip) and then return it to us. Our contact details are set out in the 'Contacting us' section of these Conditions.

Relationship between Principal Cardholder and us

78. The relationship between the Principal Cardholder and us is, respectively, that of debtor and creditor, i.e. all sums that are owed on the Account constitute a debt owing to us.
79. We may assign or otherwise transfer all or any of our rights, benefits and/or obligations under the Agreement to any person.

General

80. We shall neither be in breach of our obligations under the Agreement nor liable for any loss or damage suffered by you if there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer or settlement system, failure of or delay in the transmission of messages via any mobile phone network, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our control or that of our agents or sub-contractors.
81. The documents and records kept by us or on our behalf, whether on paper, microfilm, by electronic recording or otherwise, will, in the absence of manifest error, constitute conclusive evidence of any facts or events relied upon by us in connection with any matter or dealing in relation to the Account.
82. We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business, and that of our customers and staff.
83. We will access, process and retain personal information about you, your Card and any payment instruction we receive in respect of your Card, in order to provide our services.

Additional Facilities

84. We may from time to time make additional facilities or benefits available to the Principal Cardholder and Additional Cardholders in respect of a particular Card Type which are not specified in the Agreement. Such facilities or benefits may be granted in respect of a particular Card Type and may not be available to all Card Types. We are not obliged to grant or continue any of these additional facilities or benefits. Accordingly, any such facility or benefit may be varied or withdrawn by us without notice.
85. Save to the extent we are unable under applicable law to disclaim such liability, we shall not be liable for any loss or damage suffered by you as a result of the failure of third party providers of additional facilities and benefits to perform their duties and obligations.

Management Information Reporting

86. At the request of the Principal Cardholder, we may arrange for a third party provider to issue monthly valued-added tax ("VAT") evidence reports, and other management information reports, to the Principal Cardholder detailing Transactions effected with the use of an AIB Visa Card. The Principal Cardholder will be required to enter into a separate agreement with this third party provider. VAT evidence reports may be used for the purposes of making VAT returns to the Revenue Commissioners.
87. We are not liable for any direct or indirect loss or damage suffered by you as a result of a change in the policy of the Revenue Commissioners to accept the VAT Evidence Reports created under the AIB Visa Card programme as supporting evidence for VAT purposes as this is beyond our control.
88. We are not liable for any direct or indirect loss or damage suffered by you as a result of your use of the third party providers management reporting system or from a failure to issue a monthly VAT Evidence Report or for any errors or omissions contained in any such report. It is your responsibility to notify us of any changes in the business name and/or business address to which the VAT Evidence Reports should be issued.

Amendment of the Agreement

89. These Conditions shall continue to apply to your Account unless and until altered by us in accordance with Conditions 90 to 93.
90. We may amend the terms of the Agreement (including the fees and charges) from time to time. Amendments will normally be caused by market conditions, changes in the cost of providing the service, changes in legal or other requirements affecting us, promotional reasons or any other good reasons. Any such amendment will be notified to the Principal Cardholder and (other than an alteration in the interest rate, the Credit Limit or the fees and charges – which will be effective from the date specified in the notification) will be effective and binding if, thereafter, a Card is used for further Transactions. If the Principal Cardholder does not agree with the changes the Agreement must be ended by the Principal Cardholder and the Card(s) cancelled in accordance with Condition 70.
91. Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these Conditions. If you are not a Micro-enterprise, we may be allowed by law to exclude you from the notice requirements set out in the Payments Services Directive.
92. Notification of any such amendment (and notifications of alterations in the interest rate, the Credit Limit or the fees and charges) may be given by any other means available to us at the time which is required or permitted by law, such as a notice published in a national daily newspaper or displayed in our branches, by pre-paid post, by being enclosed with the Statement, by SMS message or through our online banking services, or on our website
93. On receiving such notification, the Principal Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 69. Notwithstanding any such termination, the Principal Cardholder shall remain liable for all Transactions.

Waiver

94. If we do not enforce any condition of this Agreement, or we delay in enforcing it, this will not prevent us from enforcing the condition at a later date and will not constitute a waiver of that condition.

No liability for refusal or for goods or services

95. We shall not be liable for any loss you suffer due to any person, supplier, Merchant or third party refusing to accept or honour, or delaying the acceptance or honouring of any Card, PIN, Security Details or Safeguard System passcode, or any other code allotted to you by us and/or subsequently chosen by you, or for any loss or damage you may suffer directly or indirectly as a result of the way in which any such refusal or delay is communicated to you or is otherwise published.
96. Save to the extent that we are unable under applicable law to disclaim such liability, we are not responsible for the delivery or condition of any goods and/or services paid for by a Card. We accept no liability for any loss or damage suffered in connection with any goods and/or services paid for by a Card.

Severance

97. If at any time any provision of the Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

Governing Law & Jurisdiction

98. The Agreement is governed by the laws of Ireland and for our benefit you submit to the Irish Courts with respect to any dispute out of or in connection with the Agreement
99. The Agreement will be treated as having been executed within the Dublin Metropolitan area at AIB Card Issuing, PO Box 708, Sandymount, Dublin 18.

Copy Agreement and Larger Version

100. A copy of the Agreement which covers this service, and/or a copy of these Conditions in a larger print can be obtained by contacting us. Our details are set out in the 'Contacting us' section of these Conditions.

Language

101. These Conditions and all information and communication with you will be in English.

Complaints

102. If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible. If you wish to make a complaint, you can do so by visiting our website or by writing to your branch and we will look into it. If you are still not happy with the conclusion we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and looks into, and makes a decision on, the complaints of personal and small business customers.
- If you are a business with an annual turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, P.O. Box 559, Dublin 1. You'll find more about the steps we take to try and resolve your complaint in our complaints brochure, which is available in any of our branches or on our website.
- You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

Contacting us

103. At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your Statements.
- Our address is:
AIB Card Issuing, P.O. Box 708, Sandyford, Dublin 18
- For lost, stolen or misused cards telephone us, 24 hours a day, at: **1800 24 22 27** or (from outside Ireland) **353 1 2695022**. If you are abroad, you can contact Visa Global Assistance free of charge. Please see <https://aib.ie/contact-details> for their contact details.
- For all other queries telephone us, 24 hours a day, at: **(01)-6685500** or (from outside Ireland) **00 353 1 6685500**.
- If we contact you by SMS Message in accordance with Condition 46 you may reply to the SMS Message.
104. Access to your Account by telephone and online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.
105. If you are posting your application to us please place it in an envelope addressed as follows: AIB Card Issuing, FREEPOST, PO Box 708, Sandyford, Dublin 18.

Contacting you

106. Subject to applicable law we may contact you in person, by phone (including SMS), post, hand delivery, by fax, by email, or online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means. If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account we will contact you as soon as possible by SMS Message, over the phone or in writing.
- We will never request your personal banking details (for example account numbers, PIN and/or other login details) via letter or email. If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will never ask you to make payments from your Account to any other account or ask you to provide your security details.
- In order to ensure that we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You should also make sure that arrangements for receiving mail at your address are secure.