

Debit Card

Terms and Conditions of Use

Effective from 16th June 2020



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SECTION 1 - YOUR AGREEMENT

In this document, if we use words that start with a capital letter, that means the word has been defined in this 'Your Agreement' section.

This Agreement sets out:

- what you can use your Card for;
- how you can use your Card safely; and
- our responsibilities and yours.

1.1 When we say 'Agreement', we mean all of the following:

- a) this document, which contains the main terms for your Card;
- b) the terms and conditions for the Account;
- c) the information in your application form (if applicable) for your Card;
- d) the terms and conditions for your Digital Wallet (if applicable);
- e) any document provided to you regarding your Card, containing information on its terms and conditions, use and/or security;
- f) the Fees and Charges Booklets; and
- g) the terms and conditions for any other services we provide that you may use in connection with your Card or the Account (for example, our online banking services).

Some of the documents listed in this section may be amended from time to time, as outlined in the 'Changes to your Agreement' section. You should keep updated on all these changes as the revised document will still form part of your Agreement.

You can get copies of any of our terms and conditions and our Fees and Charges Booklets from our branches or on our website.

Important: If any term in this document is different from a term in any of the other documents listed in this section, we will rely on the terms in this document.

- 1.2** By using your Card, we will consider this to mean that you have read and accepted the terms of this Agreement. If you are not happy to accept any of these terms you can cancel your Card following the instructions in the 'Cancelling, blocking or suspending your Card' section.
- 1.3** We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Card through our online banking services, electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.
- 1.4** In this Agreement:

'Account' means the bank account with us that is linked to your Card;

'Account holder' means the person or entity whose name the Account is in;

'Agreement' has the meaning set out at the start of this 'Your Agreement' section;

'Authorised User' has the meaning set out under the heading 'Can you get an additional Card?' in the 'Your Card' section;

'Business Day' means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland;

'Card' means the debit card issued by us to you for the purpose of effecting Transactions on the Account in accordance with the terms of this Agreement. This incorporates all elements of the Card, including, without limitation, the chip, which is the embedded circuit on the Card, and Card number. The term also includes a 'Digital Card', being the Card or any virtual or digital representations of your Card registered in a Digital Wallet;

'Consumer' means any individual that holds a Card for personal use not connected with their trade, profession or business;

'Contactless Transaction' means a Transaction that is authorised by you touching the Card or Device against a terminal, generally without the need to insert your Card. Whether this is available or not depends on the amount of the Transaction. You may or may not have to use your PIN or Security Details. Not all terminals can process such Transactions;

'Digital Card' has the meaning set out within the definition of Card above;

'Digital Wallet' means any electronic payment system that your Card has been registered to, which allows you to use your Card or an electronic record of your Card to carry out Transactions;

'Device' means a mobile phone, tablet or other device that a Digital Card has been registered to or that you use to access a Digital Wallet;

'EEA' means any country that is currently a member of the European Economic Area. This may change from time to time.

'Fees and Charges Booklets' means the current editions of our schedules and/or fees and charges booklets for personal and/or business Accounts, as applicable, and provided to you in connection with your Account and as available in our branches or on our website. These booklets and/or schedules set out the fees and charges that apply to the relevant Account and Card, including any international charges, whether accessed in Ireland or abroad;

'Merchant' means any business or individual who accepts payments made with a Card;

'Microenterprise' means any enterprise that employs less than 10 people and whose annual turnover and/or annual balance sheet does not exceed €2million subject to certain provisions set down by law;

'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' has the meaning set out at the start of the *'Keeping your Card safe and secure'* section;

'Third Party Agreements' means any third party agreements you are subject to, which relate to your use of your Card and/or Account;

'Transaction' means a transaction in which a Card is used by you, in any manner, to debit or credit money to or from your Account;

where we use a word in the singular this includes the plural if the context allows it, and vice versa (for example, "person" can mean "persons" and vice versa);

when we say **"you"** and **"your"** we mean the Account holder and/or the person whose name is on the Card;

when we say **"we"**, **"us"**; and **"our"** or **"Bank"** we mean Allied Irish Banks, p.l.c., and this includes our successors and assigns;

we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope is never limited to these examples; and

headings are used to assist you in reading this Agreement, but should not be taken into account in interpreting the meaning of conditions.

SECTION 2 - YOUR CARD

Starting off

- 2.1 We issue your Card to you so you can use it for Transactions on the Account.
- 2.2 Once you receive your Card, you must sign it immediately, otherwise it is not valid.
- 2.3 We supply a personal identification number (PIN) which is particular to your Card. Please see the *'Keeping your Card safe and secure'* section for more information.
- 2.4 The Card remains our property at all times. As a result there may be some circumstances where we have to suspend, cancel, recall or retain it. We won't do so unless we decide it is necessary.

Using your Card

- 2.5 You must use your Card in the way set out in this Agreement.
- 2.6 You can use your Card up to a certain number of times a day. We call this a Transaction limit. There is also a daily limit, meaning your Card can be used to make payments up to a certain combined value every day. You can find out more about these limits by contacting us. They are subject to change and we won't always be able to confirm the limit due to security reasons. You can also contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits.
- 2.7 Depending on the way you use your Card, there may be other limits beyond our control. For example, certain cash machines may have their own limits attached, which could be more or less than the daily limit on your Card.
- 2.8 Transactions are generally processed within 3-5 Business Days of using your Card. This timeframe may be shorter or longer depending on how or where your Card is used. It may also depend on factors outside our control.
- 2.9 Your Card can be used abroad. It may be accepted at locations displaying a symbol that matches the one on your Card. There may be different limits and local regulations that govern its use, which are beyond our control.
- 2.10 If you are refunded by a third party, such as a Merchant, in respect of a Transaction, we will credit you the relevant amount once that third party has processed the refund with us. If it was a non-euro Transaction, the amount refunded may differ to the original amount spent, once fees and charges have been deducted. Please see the *'Fees and charges'* section for further information.
- 2.11 **If you are a Consumer**, your Card may not be used for business or commercial purposes. **If you are not a Consumer**, your Card may only be used for business or commercial purposes.
- 2.12 A Card must not be used for any illegal purpose.
- 2.13 A Card must not be used after this Agreement has ended, the Card has expired, been cancelled or suspended, or if the Card or Device has been reported lost, copied, stolen, or its safety has been compromised.

How do you get a replacement Card?

- 2.14 You can contact us if you need a replacement Card at any time. We will then organise for a replacement Card to issue to the last address you provided us with. Otherwise, it will automatically issue by the expiry date printed on the Card. However, we may not issue a replacement if you have not used your Card in the last 12 months. We also won't supply a replacement Card if you have asked us not to do so at least 45 days before the expiry date printed on the Card.
- 2.15 We reserve the right not to issue a replacement Card.

Can you get an additional Card?

- 2.16 On the Account holder's request, we may issue a Card, or an additional Card, to a nominated person, known as an 'Authorised User'. We may or may not grant this request. We may have additional rules on who can be an Authorised User (for example, they may have to be a signatory on the Account).
- 2.17 The Authorised User's Card will have its own PIN. The use of that Card will also be governed by this Agreement. It is the Account holder's responsibility to provide a copy of this Agreement, and any future amendments to it, to the Authorised User and ensure that they comply with its terms.

- 2.18** If the Account holder wants to remove an Authorised User, that Authorised User will still be able to use their Card, including any Digital Cards, until the Card is cancelled, destroyed and, if applicable, returned to us. We set out what we mean by 'destroy' in the 'Keeping your Card safe and secure' section.
- 2.19** The Account holder will have access to the information on the Authorised User's Transactions. Likewise the Authorised User will have access to information about the Account and Transactions. However, the Authorised User will not be able to amend any of the Account details.
- 2.20** We can cancel the Authorised User's Card at any time on the Account holder's, or the Authorised User's, request. You must contact us to do so. You must then destroy the Card and, if applicable, return it to us immediately.

SECTION 3 – AUTHORISING TRANSACTIONS

How do you authorise Transactions?

- 3.1** The way you authorise Transactions depends on how you use your Card. You can:
- use your Card with its PIN, for example at a cash machine or at a card terminal (for example, in a shop);
 - use your Digital Wallet with or without your Security Details and/or a Safeguard System;
 - provide the Card details by phone, mail or online, with or without the use of your Security Details and/or a Safeguard System;
 - use your Card and/or Device for Contactless Transactions, where possible;
 - use your Card together with your Security Details to transfer money to another card, where possible; or
 - use your Card and sign for the Transaction.
- When you use your Card in these ways we will take it that you have authorised the Transaction.

Important: With some of the above, you may also be asked to use your PIN and/or provide identification details, such as your name, address and telephone number, or call out parts of your Card details such as the 3 digit code on the back of your Card as a precautionary measure.

What else affects how you authorise Transactions?

- 3.2** You must also comply with any additional terms connected with the use of your Card. These may be our terms and conditions (like those for a Safeguard System) or Third Party Agreements (such as those from the provider of a Digital Wallet). If you don't comply, we might not authorise the Transaction.
- 3.3** In some cases, you may agree to authorise a Transaction with a Merchant in advance (for example, a self-service petrol station or hotel.) This is called pre-authorisation. This pre-authorised amount might not immediately reduce the balance on the Account but may still affect the amount of funds available to you. The pre-authorised amount should only be debited from your Account if agreed by you with that Merchant. If not, and the Merchant instructs us to remove it, we will remove the pre-authorised amount from your Card as soon as possible.
- 3.4** We can't cancel a Transaction that you have authorised. If you have a continuous payment instruction (for example, a subscription, set up from your Card with a third party) and you want 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 notice to that third party and keep a record of any contact made.

Unauthorised Transactions

- 3.5** Except as set out in the rest of this 'Unauthorised Transactions' section, if you notify us without undue delay that a Transaction from your Account was not authorised by you, we will usually refund the amount of that unauthorised Transaction and restore your Account to the state it would have been in had the unauthorised Transaction not taken place. We will not have any further liability to you in this respect.

Important: We will normally say that there has been undue delay to notify us if you fail to do so within 30 days, or 60 days if the receiving financial institution is outside the EEA, after receipt by you of a statement or payment advice detailing the relevant transaction. In any event, a failure to notify us within 13 months of the Transaction will always amount to undue delay. You must notify us by contacting us through your branch or by phone.

- 3.6** If the unauthorised Transaction resulted from the loss, theft or misuse of any Card, Device and/or Security Details, you may be liable for any losses. However, **if you are a Consumer or Microenterprise**, this liability is limited to €50 per unauthorised Transaction. In any event, we will refund the full amount where:
- the loss, theft or misuse was not detectable to you prior to a Transaction, except where you have acted fraudulently; and/or
 - the unauthorised Transaction was caused by the acts or lack of action on our part (including any employee, agent or branch of ours or a body to which we have outsourced activities).
- 3.7** We may not give you a refund if:
- we reasonably think you have acted fraudulently and we notify the relevant national authority of this; and/or
 - you have fraudulently, deliberately or with gross negligence:
 - failed to keep safe any aspect of your Card, Device and/or Security Details; and/or
 - failed to tell us without undue delay about the loss/theft/misuse of your Card, Device and/or Security Details.
- 3.8** If, as result of an investigation, we establish that the Transaction claimed as unauthorised is in fact an authorised Transaction, we will debit your Account with any amount refunded and re-charge any fees and/or charges (including interest) that you owe us. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation. As part of any such investigation, if you are not a Consumer or Microenterprise, you will be responsible for demonstrating that the Transaction was unauthorised.

What about refunds for Transactions you have authorised?

- 3.9** If you use your Card as a Consumer or Microenterprise and the Merchant's financial service provider is also in the EEA, then you may also be entitled to a full refund if you can prove to us that both of the following circumstances applied:
- when you authorised the Transaction the exact amount of the Transaction was not specified to you; and
 - the amount of the Transaction was more than you could have reasonably expected to pay, given your previous spending patterns, the terms of this Agreement and the circumstances of the Transaction.
- 3.10** You will not be entitled to any refund for an authorised Transaction where you gave us direct permission to carry out the Transaction and where information on the future payment was made available to you at least 4 weeks before the Transaction.
- 3.11** To request a refund of a Transaction you have authorised, you must contact us within 8 weeks of the date of the Transaction being debited from your Account. If we are satisfied you are entitled to a refund, we will refund you within 10 Business Days of your request or provide reasons for refusing the refund.
- To calculate the 10 Business Day period, we will take it that your request has been made when you provide us with all information we reasonably consider relevant to assess your claim. If we refuse to refund you and you are not satisfied with our reasons, you may wish to log a complaint as set out in the 'Complaints' heading in the 'How we can contact each other' section.

SECTION 4 – KEEPING YOUR CARD SAFE AND SECURE

By 'Security Details' we mean any security process you follow or use to make an instruction or confirm your identity (for example, a passcode, password or fingerprint).

How to keep your Card safe and secure

- 4.1** The PIN we issue for your Card may be changed by you. You may also have other Security Details that you use in connection with your Card and/or Device (for example, your Safeguard System passcode). You must not share any PIN or Security Details with anyone else. You should memorise them and then dispose of them securely.
- 4.2** You must not give your Card to other people or allow others to use it. You must only ever give out any of your Card details as part of a Transaction, to verify your identity to us or to report it as lost, stolen or that its safety has been compromised.
- 4.3** You must not give your Device to other people or allow others to use it without first disabling any Digital Cards you may have registered to it.
- 4.4** You should always check the amount of any Transaction before you authorise it.
- 4.5** You should also check the Transactions recorded on the Account as often as possible and, where possible, we recommend that you review your Account details online on a regular basis. Please contact us immediately if you have any queries, if you think you might not have authorised any entry or if a Transaction hasn't appeared on the Account.
- 4.6** Any Third Party Agreements you might have (such as those with your mobile phone or Digital Wallet provider) may also set out security requirements for you to comply with.

Important: If you do not comply with this Agreement and someone else finds or knows your PIN or Security Details they could use your Card without your permission. You may be responsible for any loss suffered. There may be other consequences, which we set out under the 'Unauthorised Transactions' heading in the 'Authorising Transactions' section and in the 'Our and Your responsibilities' section.

What happens if you or we have any security concerns?

When we say you must destroy your Card, we mean that you must cut your physical Card in two through the signature, magnetic strip and chip and return it to us. It also means that you must deregister or delete all digital versions of that Card.

- 4.7** You must contact us immediately if you have any concerns whatsoever about the whereabouts or the safety of any aspect of your Card or Security Details. We will also accept notification from Visa or a card protection service acting on your behalf.
- 4.8** You may request us to suspend your Card temporarily. We may do this but you will not be able to use your Card until the suspension has been lifted as your Transactions will be declined. We will lift the suspension at your request.
- 4.9** If we are notified of safety concerns for your Card or Security Details, we may cancel the Card. If the Card is in your possession, you must immediately destroy the physical Card. If your Card is registered to a Digital Wallet, your replacement Card should automatically update in the Digital Wallet by the time you receive your replacement physical Card.
- 4.10** If we do have to cancel your Card, we may have to contact third parties such as a police authority and pass on any relevant information to them. We will only do so if necessary. If so, you will be required to cooperate with any resulting investigation.
- 4.11** Where we suspect your Card is being used improperly or without your permission, we may investigate and/or stop allowing its use. This could result in your Card being refused and/or Transactions declined. We may ask you to respond to a communication we send you, such as a text message, to verify the Transaction before we can process it. Further details are set in the 'How we can contact each other' section. It may not always be possible for us to contact you before we suspend your Card or decline a Transaction but we will do our best to do so. This is done for your protection and we are not responsible for any loss or damage that might be caused as a result.

SECTION 5 - FEES AND CHARGES

What do you need to know?

- 5.1** We charge certain fees and/or charges for using your Card. We list them in our Fees and Charges Booklets.
- 5.2** We may take any fees and/or charges that you owe us for the use of your Card directly from the Account.

- 5.3 We apply government levies and stamp duties in respect of your Card which will also be debited from the Account.
- 5.4 If you use your Card for any non-euro Transactions, the amount spent will be converted to euro on the date the amount is debited from the Account. This may not be the same day as the actual Transaction. This is done in accordance with rules set by third parties (for example, Visa) and is beyond our control. If you contact us on the day of the Transaction we can provide you with an indicative rate of exchange if it is carried out in countries in the EEA. We do charge for non-euro transactions as detailed in the Fees and Charges Booklets.
- 5.5 We may from time to time make changes to existing fees and charges and/or introduce new fees and charges as set out in the 'Changes to your Agreement' section.

Third party charges

- 5.6 You may also have to pay some third parties for the use of services connected with your Card (for example, a mobile phone, Digital Wallet or app provider). Any such fees and/or charges are your own responsibility.
- 5.7 We don't charge any additional fees if you use your Card abroad to transact in euro. However, we have no control over third parties that may apply a charge to you for processing the Transaction or who convert the local currency into euro and charge for doing so. We also have no control over the rates that may apply.

SECTION 6 – OUR AND YOUR RESPONSIBILITIES

Our responsibility to you

- 6.1 You will have no claim against us and we will have no liability to you:
- for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect, or consequential loss or damage;
 - if you do not comply with this Agreement, any other agreement with us or any Third Party Agreement;
 - where your loss relates to items or services (including their delivery or condition) paid for using your Card or is due to the inability to use your Card for a Transaction or related service;
 - where your loss is due to any third party refusing to accept, or delaying the acceptance of, your Card or Security Details (including any loss due to the way such refusal or delay is communicated to you);
 - where your loss is due to our decision not to offer, or to withdraw, any service or feature associated with your Card or Account or where we cancel, block or suspend your Card for any of the reasons set out under the 'When we can cancel, block or suspend your Card' heading in the 'Cancelling, blocking or suspending your Card' section;
 - where the loss is due to our failure to follow instructions from you, which in our reasonable opinion, lead us to suspect any fraudulent or improper activity on your part or on the part of any third party;
 - where you have acted fraudulently or with gross negligence;
 - if any of the details you gave us were wrong or insufficient;
 - where your loss is due to circumstances outside our control, which meant we couldn't follow this Agreement despite our best effort to do so (for example, a major problem with a payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).

We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

- 6.2 Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss, if:
- we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
 - law or regulation does not allow us to exclude or limit liability.
- 6.3 **If you are not a Consumer**, the only liability we will have to you will be as a direct result of our gross negligence or wilful misconduct and in that case we still exclude liability for the types of losses we have described above in this 'Our responsibility to you' section.

Your responsibility to us

- 6.4 It is important that you are aware that you also have responsibilities. By using your Card, you agree that:
- you will comply with your obligations under this Agreement;
 - the Account holder is liable to pay all amounts owing on the Account, even if you do not comply with this Agreement or your Card is suspended or terminated (for more information see the 'Cancelling, blocking or suspending your Card' section).
- 6.5 If you do not comply with any of the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to cancel, block or suspend your Card.

SECTION 7 – CANCELLING, BLOCKING OR SUSPENDING YOUR CARD

When you can cancel your Card

- 7.1 You can stop using your Card at any time. However, if you want to cancel your Card, you will need to contact us and, where applicable, return your destroyed Card to us. We explain what we mean by destroy in the 'Keeping your Card safe and secure' section.
- 7.2 If the Account is closed, your Card will be cancelled.

When we can cancel, block or suspend your Card

- 7.3 We can cancel your Card by giving you at least two months' notice. However we can cancel, block or suspend your Card immediately (or on less notice) and/or refuse to issue or replace a Card, if: **you materially breach this Agreement or any other agreement with us; you use (or allow someone else to use) your Card improperly, illegally or for criminal activity** or if we suspect this to be the case; **you commit or attempt to commit fraud** against us or some other person or entity; we must do

so **to comply with any law, regulation or direction** from a relevant authority or court; **you provide us with false or misleading information** at any time; in our reasonable opinion, **you are not in a position to properly manage your financial affairs** or are unlikely to be able to **pay your debts**, you face the threat of **insolvency** (for example in the case of a company, notice is received of a creditor's meeting or a resolution is passed for the winding up of the company) or an event of insolvency occurs (for example, in the case of a company, liquidation or receivership or in the case of a person, bankruptcy or personal insolvency); **any judgment is obtained** or threatened against you; you **cease trading**; this Agreement becomes unenforceable or any circumstances arise that are outside our control and which, in our reasonable opinion, **negatively affects our ability to continue with this Agreement**; the **Account holder dies**; or **you are not a Consumer or Microenterprise** and we are allowed by law to exclude you from the notice requirements set out in EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time.

- 7.4 Please see the 'Keeping your Card safe and secure' section for other circumstances where we can cancel, block or suspend your Card.
- 7.5 We can notify you that we intend to cancel your Card even if your Card is suspended at the time. If your Card is not suspended, we may suspend it immediately after giving you such notice.
- 7.6 If we cancel your Card, you must return your destroyed Card to us.
- 7.7 We may also stop supporting additional facilities connected with your Card (for example, your Digital Card and/or any Digital Wallet). If so, we will give you reasonable notice of this, where possible.

What happens when your Card is cancelled?

- 7.8 If your Card is being cancelled by you or us, the Account holder must:
- repay any amount you owe us (including any payments not yet processed and any fees or charges owed);
 - cancel any payment due to be made to or from the Card (for example, to utility or insurance companies); and
 - destroy and, if applicable, return your Card to us.

Important: You will remain responsible to us for any amount you owe even when your Card has been cancelled.

SECTION 8 - KEEPING EACH OTHER INFORMED

You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you don't tell us promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else.

- 8.1 When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures. Examples of things you should keep us updated on are your name or directors' names, your postal, email or registered office address, where you are resident; and your phone number.

How will you get information from us?

- 8.2 We have set out in the 'How we can contact each other' section the different ways we can communicate with you.
- 8.3 The details of Transactions you make with your Card are recorded in a number of ways. For example, they may be included in your payment logs on our online banking services or in statements issued to you. You can ask us for information in relation to any Transaction which appears on your Account.
- 8.4 Please remember that communications made via the internet, Device or phone may not be secure and could be intercepted by third parties.

SECTION 9 - CHANGES TO YOUR AGREEMENT

When can we make changes to this Agreement?

- 9.1 Unless law or regulation allows us to give you shorter notice (please see the 'Are there any exceptions' section below for examples), we will usually tell you about a change to this Agreement at least two months in advance of the change.
- 9.2 If you don't want to accept the change, you can cancel your Card before the change comes into effect. If you do so, you will not be charged any extra fees, charges or interest. Please see the 'Cancelling, blocking or suspending your Card' section for more information on how to cancel your Card. If you do not cancel your Card before the date on which the change comes into effect, we will assume you have accepted the change.
- 9.3 Unless we are required by law or regulation to notify you of any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our branches).

Are there any exceptions?

- 9.4 There are certain circumstances where we may give you shorter notice than outlined in this 'Changes to your Agreement' section, where we may not tell you about changes, or where we tell you about changes after we make them. This may happen where:
- the change is in your favour (for example, if we reduce fees and charges on your Card);
 - the change is required under law or regulation by a particular date, and there isn't time to give you notice;
 - the change is to introduce a new product or service that you can use in relation to your Card;
 - the change has no impact on the operation of your Card (for example, we make a change to a term we use to describe something in this Agreement);

- e) **you are not a Consumer or Microenterprise**, and we are allowed by law to exclude you from the notice requirements set out in EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time; or
- f) the change relates to certain benefits that may apply to your Card. In this case, these benefits will generally have their own terms and conditions, be subject to certain eligibility criteria and may change or be withdrawn by us at any time without notice to you. Details of these benefits are not included in this Agreement and more information about them is available on our website www.aib.ie.

SECTION 10 - HOW WE CAN CONTACT EACH OTHER

About us

- 10.1** Our head office is at 10 Molesworth Street, Dublin 2. Our website is www.aib.ie.
- 10.2** We are a public limited company registered at the Companies Registration Office, Dublin 1 under registration number 24173. Our VAT number IE8E86432H.
- 10.3** We are regulated by the Central Bank of Ireland under reference number C21174. The Central Bank of Ireland's address is PO Box No.559, Dublin 1.

Communicating with us

- 10.4** If you wish to contact us in relation to your Card, please contact our customer service helpline on 1800 24 22 27 or (01) 2695022, or if you are calling from abroad, on + 353 1 2695022. You can also contact your local branch.
- 10.5** If you've lost your Card or wish to report it as stolen or if you have concerns about the safety of any aspect of your Card, please contact us on 1800 24 22 27 or from outside of Ireland on +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. We also have a range of self service options available to you to use in these circumstances on our online banking services.

Communication with you

- 10.6** Where we are allowed by law, we may contact you in any variety of ways, such as in person, using our online banking services, by post, electronic or telecommunication means or any other way available to us.

We are always looking for ways to make our services more convenient and flexible so we may introduce new ways to communicate with you in the future.

- 10.7** Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if it sent by post (even if mis-delivered or returned undelivered).
- 10.8** Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, via any message facility available through our online banking services) is considered to have been received by you at the time it is sent.
- 10.9** We will never ask you for your personal banking details (for example, account numbers, PIN and/or other Security Details) by letter or email. If we contact you by phone, we may need to identify you. We'll do this by asking you for certain information known only to you. We will never ask you to make payments from your Account to another account or ask you for your PIN.
- 10.10** This Agreement is in English and we will only write and communicate with you in English.

Recording calls

- 10.11** We may monitor or record any communications between you and us including telephone calls. We can use these recordings for a variety of reasons (for example, to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).

Complaints

- 10.12** 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.
- 10.13** 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 that 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 it looks into, and makes a decision on, the complaints of personal and some small business customers.
- 10.14** 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, PO Box no. 559, Dublin 1. You'll find more about the steps we take to try to resolve your complaint in our complaints brochure, which is available in any of our branches or on our website.
- 10.15** 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.

SECTION 11 – GOVERNING LAW AND JURISDICTION

- 11.1** Subject to the rest of this 'Governing law and jurisdiction' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.

11.2 If you are a Consumer, to the extent permitted under applicable law, your right to take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live is unaffected by this 'Governing law and jurisdiction' section.

SECTION 12 - OTHER IMPORTANT TERMS

Your information

12.1 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.

Enforcing this Agreement

12.2 If we do not enforce the rights we have under this Agreement or in law or we delay enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.

Severance

12.3 If any part of this Agreement or its application to any person or entity or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction, the rest of this Agreement and its application to any person or entity or circumstances will not be impacted or affected.

Evidence

12.4 Any documents or records in any format that we have (including any electronic records of the use made of your Card even if such electronic records were originally held by us in paper form), may be retained, produced and relied on by us as evidence of facts or events related to dealings relating to your Card.

Copy Agreement

12.5 **We can provide you with a copy of this Agreement or a copy in a larger print if you contact us to request it. If we ask you to do so, you must print or download any documents we provide to you in electronic form.**

Data Protection

12.6 For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in branches and online. It may change from time to time.