

# AIB Corporate, Business and Purchasing Card



## Terms and Conditions of Use Effective date 9 January 2025

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 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 to include Sub Account(s) if applicable.

**Additional Cardholder** means a person who has been authorised in accordance with Condition 21 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 Card 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 Banking App** means an AIB application which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making Transactions to access banking services and/or such other uses as we may designate from time to time.

**AIB Card** means all AIB Corporate and Business Cards as well as all AIB Purchasing Cards or any other corporate or business card made available by AIB to you from time to time.

**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.

**Calendar Day** means any day of the year from January 1st to December 31st inclusive, regardless of whether it is a Business Day or any other day.

**Card** means any AIB 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”) and 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 Scheme** means a scheme governing the issue and use of Cards, for example, Visa, as that Card Scheme or name may change or as we may replace that Card Scheme from time to time.

**Card Type** means the particular type of AIB 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 and each one will be referred to as a “Condition”.

**Contactless Transaction** means a Transaction that is authorised by you touching the Card or Device against a terminal or Cash Machine, 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.

**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 that a Digital Card has been registered to or that you use to access a Digital Wallet and/or an AIB Banking App.

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

**Digital Wallet** means a digital wallet or 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.

**Digital Wallet Agreement** means any terms and conditions applicable to a Digital Wallet (as may be amended from time to time) 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.

**Funds Transfer** means a transfer of funds either from or to your Card using a funds transfer service in accordance with the procedures and terms and conditions of that funds transfer service. When transferring funds from your Card, the Funds Transfer will be treated as a purchase for the purpose of fees and charges.

**Individual Liability Cardholder** means an Additional Cardholder to whom we have agreed to issue a Card in accordance with Conditions 24-37 on the basis that they will be personally liable for the outstanding balance.

**Instant Credit Transfer** also known as an Instant Payment or a SEPA Instant Credit Transfer, means a transfer of funds to your Account in euro, which can be executed immediately by the account provider on any Calendar Day.

**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, companies, partnerships, associations or unincorporated bodies 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 name(s) an Account is maintained.

**Safeguard System** means a system to aid the secure use of your Card online, for example, Visa Secure, as such system or name may change or be replaced from time to time.

**Security Details** means any security details arising out of any security procedure that we may require you to 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 (to include but not limited to voice or fingerprint)).

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

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

**Third Party Agreements** means any third party agreements, you are subject to, which relate to your use of your Card and/or Account as detailed in Condition 72.

**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) or to make or receive a Funds Transfer 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, transferees 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 10 Molesworth Street, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173.

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

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

1. Subject to these Conditions, our credit card service allows you to pay for goods and services purchased from Merchants, to make or receive a Funds Transfer, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate Card Scheme logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.
2. We have duties under laws concerning money laundering, financing of terrorism and taxation to ask you, or someone opening an Account and/or applying for a Card on your behalf, for certain information about you and/or the person opening the Account for you. Unless we already have it, you and/or the person opening the Account for you will need to provide us with information to identify each or any of you and proof of your permanent address. We may also need documentation to prove your relationship with the person opening the Account on your behalf. Your Account may not become active until we have received and approved these documents.
3. There is a variety of means by which you can authorise 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, phone, Device, online 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 to effect a Contactless Transaction, where your Card and/or Device is enabled to effect Contactless Transactions; and
  - authorisation by means of your Card and signature.
4. 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.

## Looking after your Card, PIN and other Security Details

5. The Card, PIN and Security Details must be used in accordance with these Conditions and any other terms and conditions used in connection with your Card.
6. 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 Security Details secret and your Card 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;
  - ensure we have your up to date contact details. For example, we will need details such as your mobile phone number, home phone number (if applicable), address and e-mail address in order to confirm your identity for certain online Transactions, if needs be. Please tell us immediately if there is a change to any such details or a change of name, bankers, business, or your

address to which Statements are sent so that we can issue your statements in accordance with the ‘Monthly Statement and Payment Arrangements’ section of these Conditions; and

- before you replace or dispose of a Device, you must ensure you delete any Digital Wallet or any AIB Banking App from that Device. You should also immediately delete any information such as an e mail or Text Message sent or received by you in connection with your Card or Account. You must not have any reference(s) to or details of your PIN or any Security Details on your Device.
7. You must not:
    - let anybody else obtain, know or use your Card, your PIN or Security Details;
    - disclose your Card number to anyone, except (i) when carrying out a Transaction; or (ii) to verify your identity to us; or (iii) to register or activate a Card for use in connection with a Digital Wallet; or (iv) to be stored securely online for future use; or (v) to report it as lost, misused, stolen or likely to be misused;
    - write or record in any other manner your PIN or Security Details; or
    - give your Device to other people or allow others to use it as they may be able to access or use your Digital Card or AIB Banking App.
  8. Each Card is and remains our property and may be cancelled, suspended, blocked, recalled or retained by us in accordance with the provisions of the Agreement.
  9. 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

10. 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.
11. 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.
12. If a Card is used for a Transaction which would bring the 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.
13. 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-authorised amount may not immediately increase the balance but may reduce your Available Credit. The pre-authorised 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- authorised amount) if agreed by you with that Merchant. Once the Merchant instructs us to, we will remove the pre-authorised 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

14. A Card must not be used:
  - if the Agreement is ended;
  - after a Card has expired or been reported lost, misused or stolen or has been cancelled, blocked or suspended or if your Card, your Security Details or PIN have been compromised in any way;

- 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, blocked or suspended or any applicable Device has been compromised, lost, misused or stolen;
- at any Cash Machine abroad in violation of local regulations in that jurisdiction; or
- for any illegal purchase or purpose whatsoever.

We reserve the right to decline to authorise any Transaction in accordance with Condition 47 of the Agreement.

## Cash Withdrawals (also see Transactions)

15. 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.
16. Cash withdrawals are subject to both Transaction and daily limits. The Transaction limit can vary between financial institutions and from time to time. The daily cash limit will be determined by us and may vary from time to time. Details of the daily cash limit are available by contacting us in accordance with the 'Contacting us' section.
17. We are not obliged to provide Cash Machine facilities at any particular time and may withdraw or terminate such facilities without notice. We are not liable for any loss or damage sustained or incurred resulting from (i) failure to provide any Cash Machine facilities, or (ii) failure or malfunction of a Cash Machine.
18. 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. This is beyond our control. Any such withdrawals will be treated in all respects as though they were Transactions.
19. A Card may be used outside Ireland subject to any limits or regulations that may be imposed by the appropriate regulatory authorities in the relevant jurisdiction(s). These limits and regulations may change from time to time.
20. Our standard fees apply if you use your Card abroad to transact in euro. However, we have no control over third parties that might apply a charge to you for processing the Transaction or who convert the local currency into euro and charge for doing this. We also have no control over the rates they may apply. This may result in an amount debited from the Account that is different to the amount you withdrew. We do charge for non-euro Transactions as detailed in the fees and charges booklets available on our website or in branches or by contacting us in accordance with the 'Contacting us' section.

## Additional Cardholders

21. At the request of the Principal Cardholder we may permit the issue of additional Cards on the Account, together with a separate PIN, for use by any person nominated by the Principal Cardholder as an Additional Cardholder on the Account. It is solely at the Bank's discretion as to whether an Additional Cardholder may be added to the Account. The Principal Cardholder must ensure that Additional Cardholders comply with these Conditions. It is the responsibility of the Principal Cardholder to furnish the Additional Cardholder with a copy of these Conditions (and any amendments, extensions or supplemental conditions that we may notify the Principal Cardholder of from time to time) and the Additional Cardholder 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, must be cut in two (through the signature box, magnetic strip and Chip) for security reasons, and returned to us. All applicable Digital Cards related to the Card must be deleted or deregistered from any applicable Device. Our contact details are set out in the 'Contacting us' section.
22. 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.

23. 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

24. By agreement between us and the Principal Cardholder an Additional Cardholder may be personally liable in respect of the use of his/her Card (an "**Individual Liability Cardholder**").
25. Conditions 24 to 37 only apply where we have agreed to issue Cards to Individual Liability Cardholders.
26. 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 69 and 70 and refunds under Condition 71) will be debited or credited (the "**Sub Account**").
27. 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 on the Sub Account (if any) at the statement date for the Sub Account and (c) the payment due date for the Sub Account.
28. We will issue a monthly summary Statement to the Principal Cardholder detailing the outstanding balances on all Sub Accounts.
29. Cards issued to Individual Liability Cardholders will not be used for any personal, family, household, or other purposes not related to the Principal Cardholder.
30. The full amount of the outstanding balance shown to be due on the monthly Statement issued in accordance with Condition 27 will be payable by the Individual Liability Cardholder, regardless of whether that Individual Liability Cardholder has been reimbursed by the Principal Cardholder.
31. Each Individual Liability Cardholder must maintain a direct debit mandate in our favour in respect of his/her Sub Account.
32. 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).
33. 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.
34. 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).
35. The relationship between us and an Individual Liability Cardholder will be that of debtor and creditor.
36. 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.
37. 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

38. In circumstances where the **"Principal Cardholder"** consists of two or more persons the term will include those two or more persons and each and/or any of them. All of the Principal Cardholders obligations under the Agreement will be deemed to be joint and several on each person.
39. 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

40. You must exercise all reasonable care and take all necessary steps to ensure the safety of the Card, PIN, Security Details and any Devices. If you think someone else knows your PIN or Security Details or if your Card or any Device is lost, misused, stolen, used, or likely to be used for a fraudulent or improper purpose or you think the safety or use of your Card and/or Device is or may be in any way compromised, you must contact us immediately. Our contact details are set out in the 'Contacting us' section. 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.
41. For the avoidance of doubt, notification of loss or theft of a Card or the compromise of its details or your PIN or Security Details will be accepted by us from third party card protection service providers and/or the Card Schemes that notify us of the loss or theft.
42. By reporting a Card and/or Device as lost, misused or stolen or as being used, or likely to be used, for a fraudulent or improper purpose, or where the safety of the Card and/or Device has or may have been compromised, you will be deemed to have thereby authorised us to cancel that Card (including any Digital Cards registered or accessed on a reported Device). The Card and/or Digital Card (if relevant) 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.
43. Until you make a report in accordance with condition 40, you may be liable for any losses in respect of unauthorised Transactions resulting from the loss, theft or misuse of the Card including any other related direct and indirect losses incurred or sustained. If you are a Micro- Enterprise, this liability is limited to €50. However, we will refund the full amount of the unauthorised Transaction where:
- 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; 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 to which we have outsourced activities).
44. You will be liable for any losses incurred in respect of unauthorised Transactions where it is established that 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 of its details or your PIN or Security Details in accordance with Condition 40;
  - failed to adhere to the security requirements applicable to a Digital Card and/or Device as set out in this Agreement, the relevant Digital Wallet Agreement, Third Party Agreement and/or any other agreement relevant to your Card;
  - failed to adhere to the safekeeping and/or disclosure requirements of the Card, PIN or any Security Details;
  - failed to comply with Condition 7; or
  - used any Card (including any Digital Card) or allowed another person use a Card with your consent outside the terms of this Agreement.
45. In the event of notification by you in accordance with Condition 40 above, you will co-operate with us and the police or other relevant authority in any investigation and give us and the police or other relevant authority all information relating to such loss, theft or disclosure and all reasonable assistance to lead to the recovery of

the Card or otherwise. You authorise us to inform any appropriate third party of the loss, theft or possible misuse of the Card and to give them such other information as may be required.

46. 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 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.
47. If we suspect that a Card is being used improperly or fraudulently or in breach of the Agreement or its security has been compromised, we may, without the Bank having any liability to you for so doing, take whatever action we consider appropriate including declining to authorise Transactions on the Account and/or investigating, intercepting, refusing or where applicable, delaying payments to or from your Account for any valid reason (for example, where we may suspect fraud, money laundering, terrorism, economic or financial sanctions apply to you or to the Transaction, or if we believe we have been provided with incorrect information, or we have concerns about the security of your Account, or we are acting in accordance with any instructions you have given us in respect of Transactions that should be restricted on your Account (for example, where you have requested a limit on gambling Transactions on your Account)). We may contact you to satisfy ourselves in relation to the nature of the Transaction or payment on the Account. We will try to contact you in accordance with the 'Contacting you' section or by Text Message before we take a decision to decline authorisation of a Transaction or take any of the actions set out in this Condition. If we contact you by Text Message you may be asked to confirm a Transaction or a payment by sending us a Text Message in reply. It may not always be possible for us to contact you before we cancel, block or suspend your Card or decline a Transaction or take any other necessary steps 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. 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, or preventing financial harm.

## The Account

48. 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 may vary and may depend on when we receive the Transaction details, for example when we receive such details from the Merchant or the Merchant's bank or, in the case of a cash withdrawal, when we receive details of the withdrawal.

## Transactions (also see Cash Withdrawals)

49. Use of your Card is subject to Transaction and daily limits as set by us, which may vary from time to time. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. We may be able to offer you a way to request us to block or limit certain Transactions. Our contact details are set out in the 'Contacting us' section of these Conditions.
50. The Principal 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 phone, Device, mail order, online, PIN, Security Details, signature, by use of a Safeguard System, by way of a Contactless Transaction or by using a Digital Wallet, even where such Transactions are effected or made in breach of these Conditions. When a Transaction is authorised by your use of your PIN, any Security Details, Safeguard System or other authentication process, this will be regarded as evidence that the Transaction was authorised by you. You should therefore check the amount of every Transaction and that all other details/information relating to the Transaction are correct before you authorise it. When requested, if you are unable to provide your PIN, Security Details or complete any authentication process, we may decline to authorise the Transaction.
51. Once authorised a Transaction cannot be subsequently revoked (whether or not a voucher is signed or PIN verified) as we guarantee payment. Where you have authorised a Merchant to set up a continuous payment instruction for a recurring Transaction (for example a subscription) on your Account 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. Your Card is automatically enrolled in a card updater service with the relevant Card Scheme (for example, Visa). This service allows a participating Merchant to access Card details through

the Card Scheme so they can continue to process a Transaction, recurring or otherwise. As not all Merchants participate in this service, you should still notify each Merchant when your Card details or the status of your Account changes. If you don't, your Account may or may not still be charged. You are responsible for making sure the Merchant has your new Card details to process a Transaction. If you would like to opt out of the card updater service, please contact us in accordance with the 'Contacting us' section of these Conditions.

52. 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, by the Additional Cardholder. You should always check the amount of the Transaction before entering your PIN.
53. You can use a Card and/or a Device to make a Contactless Transaction without using the Chip and PIN and/or Security Details. Information about Contactless Transactions (for example monetary limits) are available at [www.aib.ie](http://www.aib.ie) or by contacting us as set out in the 'Contacting us' section of these Conditions. When you use your Card and/or a Device for a Contactless Transaction, where possible, we will take it that the Transaction was authorised by you.
54. We may need to confirm it is you before an online Transaction can be authorised or your Card details can be stored securely online for future use. We'll do this by using a Safeguard System and may also use an authentication service. Your Card is automatically enrolled for a Safeguard System, however the Principal Cardholder or Additional Cardholder may need to register for an authentication service. This authentication service will require you to enter your Security Details to identify you, for example, using an AIB Banking App or any other way made available by us. If we ask you to identify yourself and you can't or you don't follow the instructions for the Safeguard System or the authentication service, we will take it that your Transaction is not authorised and it will not go ahead. For this reason, it is important to ensure that the personal information we hold about the Principal Cardholder and any Additional Cardholder is up-to-date (for example, your mobile phone number and email address). To find out more about this please go to [www.aib.ie/webshopping](http://www.aib.ie/webshopping)
55. When a Funds Transfer, where applicable, is authorised by use of a passcode or any other authorisation procedure required as part of that service, the successful use of the passcode or procedure will be taken that the Transaction was authorised by you.
56. Non-euro Transactions will be converted to euro using the Card Scheme exchange rate. We have no control over when the Transaction is processed by the Card Scheme and when the exchange rate is applied. For most non-euro Transactions, the Card Scheme generally applies their exchange rate within a few days.

More information on how and when these exchange rates apply is available on our website [www.aib.ie](http://www.aib.ie)

For Transactions within the EEA, we provide a comparison by way of percentage mark-up between (i) our rate, which is made up of the Card Scheme exchange rate for that day in addition to our currency conversion fee, and (ii) the European Central Bank foreign exchange rate. This is available on our website [www.aib.ie](http://www.aib.ie)

Once you have completed a non-euro Transaction in the EEA, this information will be available to view using our online banking services or on your Statement. You agree that we will not send this information to you directly, for example, by Text Message or push notification.

In addition to the fees and charges referred to in the 'Fees and Charges' section of these Conditions, you may also be charged a transaction fee by the local bank which processes the Transaction. For further information you can contact us using the details set out in the 'Contacting us' section of these Conditions or visit our website [www.aib.ie](http://www.aib.ie)

## Monthly Statement and Payment Arrangements

57. 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 date of the Statement and (c) the date the payment is due. We also issue a monthly summary Statement to the Principal Cardholder detailing the outstanding balances of all Cards on the Account.
58. The full Outstanding Balance due on each Statement will be payable by the Principal Cardholder to us by the payment due date. If a Statement is not received for any month, for example, you changed address and have not notified us or if it cannot be

produced or issued for any reason, your responsibilities under the Agreement will continue and you will be required to pay the outstanding balance by the payment due date.

59. Payments to your Account may be made by electronic payment only (by direct debit, see Condition 62 below, or otherwise). Payments will be applied to your Account on the Business Day the payment is received by us, or in the case of an incoming Instant Credit Transfer, on the Calendar Day the payment is received by us (subject to any refusal right of the Bank as set out in these Conditions).
60. 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, to the extent permissible by law. Funds Transfers are generally treated as payments made to the Account and therefore, will be reflected in the current amount due for settlement as required under Condition 58, unless the Merchant has initiated this as a refund. In such cases, this may also affect the amount due for settlement as referred to in Condition 61.
61. Instant Credit Transfers received after 6pm or on a Calendar Day that is not a Business Day may not be displayed on your Account until at least the next Business day. However, the funds will be available for you to use on the Calendar Day received by us. A maximum amount applies to Instant Credit Transfers. Please contact us for more information. Temporary restrictions and interruptions in service are possible, during which your Account may not be available to receive an Instant Credit Transfer, for example due to planned maintenance or downtime. We will notify you of these periods.

We will effect payment of the full Outstanding Balance by initiating a direct debit to the Principal Cardholder's bank account on or immediately after the payment due 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 by the cut off time on the payment due date, we may decline to authorise Transactions. The cut off time on the payment due date is 6pm. For the avoidance of doubt, Instant Credit Transfers received after 6pm will be regarded as having missed the cut off time on the payment due date.

In respect of the direct debit:

- (a) should a payment be received by us from you more than 4 Business Days prior to the payment due date, or in circumstances where the Principal Cardholder has either set up a new direct debit or amended their direct debit bank account details and a payment is received more than 7 Business Days prior to the payment due date, the amount calculated for payment by direct debit will be reduced by this amount;
  - (b) payments received within 4 Business Days of the payment due date, or in circumstances where the Principal Cardholder has either set up a new direct debit or amended their direct debit bank account details, and those payments are received within 7 Business Days of the payment due date, will not reduce the amount collected by direct debit; and
  - (c) the Principal Cardholder must ensure that funds are available to meet all payments due on the Account.
62. Failure by the Principal Cardholder to maintain a direct debit mandate in favour of us will constitute a breach of the Agreement.
  63. We reserve the right to debit the Account by the amount of any unpaid item or any other amount which we are obliged to refund to a third party for any justifiable reason. Where an incorrect amount is paid to or from your Card, we may make any adjustment necessary on your Account. We do not have to contact you to tell you beforehand. If there are insufficient funds in your Account, then you will still be responsible for the payment of this amount, to include any costs or expenses we incur. Where a payment to your Account is recalled by the paying financial services provider or is returned by us (for example, due to mistake, fraud or the operation of any clearing rules), we may reverse that payment without having to contact you about it. Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any fees, charges or interest associated with doing this and we may take any amount you owe us from your Account.

## Queries and Disputes

64. 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.

65. Where you have authorised a Transaction and something has gone wrong, through no fault of ours, for example, goods are not received, we may be able to seek a refund for this Transaction on your behalf. We will have limited time to dispute this with the Merchant, so we ask you to let us know within 60 days of the Transaction. We may also need you to supply supporting information and/or documents that will support your dispute. There is no guarantee that we can get your money back. While we may be able to seek a refund, we are not responsible for any goods and/or services that you purchase with your Card from any Merchant and we have no responsibility to deal with any Merchant on your behalf in connection with any disputed Transaction. Our contact details are set out in the 'Contacting us' section of these Conditions.
66. 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 44, 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.
67. 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.
68. If you are a Micro-Enterprise and the Payee's bank is located in the EEA 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 of these Conditions.

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

- where you have given your consent to execute the Transaction directly to the payment service provider; and/or
  - 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) 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:
- there is no undue delay on your part in notifying us of an incorrectly executed, non-executed or late executed payment; or
  - none of the events detailed in Condition 99 (i)(i) 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

69. 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 and charges applicable and payable on the Account are outlined in our schedule of fees and charges relevant to your Card Type for the time being in force as detailed in the fees and charges booklets available on our website [www.aib.ie](http://www.aib.ie) or in branches or by contacting us as set out in the 'Contacting us' section of these Conditions; 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 Account. Should you close your Account before the date of collection all these amounts owing by you will be debited at closure and payable by you. In addition, you may also be subject to fees and charges relating to the use of a Digital Wallet or other services connected to the use of your Card under the Third Party Agreements. You are solely responsible for the payment of these fees and charges.

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 our 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 your next Statement.

70. 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 our 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

71. 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 58. 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

72. Third parties providing applications or services in connection with the use of your Card(s), Digital Cards and/or the Digital Wallet (for example, a mobile phone provider or app provider) may have their own agreements (including relating to fees) which you are subject to in relation to your use of your Card(s), a Digital Card(s) and/or a Digital Wallet (the "Third Party Agreements"). It is your responsibility to read and understand such Third Party Agreements before you sign up to the relevant application or service and you agree to comply with all such terms and conditions. We shall have no responsibility or liability in respect of any Third Party Agreements nor any other applications or services which are provided by third parties in connection with the use of your Card(s), Digital Card(s) 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

73. 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 paying to us the amount of any Outstanding Balance as well as all outstanding Transactions, fees, charges, all stamp duties and government levies, if not included in the Outstanding Balance at the time the Agreement is ended.
74. We can cancel any Card or end this Agreement on providing you with two months' written notice (or a shorter notice period if permitted by law).
75. Without any liability to you, we are also entitled to immediately temporarily or permanently block, suspend and/or cancel any Card and/or refuse to issue renew or replace any Card and/or end this Agreement, if:

- (a) you are in breach of this Agreement or any other agreement with us;
- (b) you fail to pay the outstanding balance on the Account when payment falls due or fail to pay any other monies or liabilities whatsoever or howsoever due or incurred by you to us;
- (c) you become insolvent;
- (d) you are adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against you in another jurisdiction or if you enter into a voluntary arrangement with your creditors or you are subject to a debt resolution mechanism (or similar) under the Personal Insolvency Act 2012 (as amended, repealed or supplemented from time to time) or similar legislation or you are the subject of any other insolvency event/arrangement;
- (e) judgment has been obtained against you and remains unpaid for a period of fourteen days from the date of such judgment;
- (f) you cease trading;
- (g) you are no longer, in our opinion, able to manage your financial affairs or are unlikely to be able to pay your debts as they fall due;
- (h) a receiver has been appointed over any part of your 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;
- (i) any form of attachment order is made against you;
- (j) you use (or allow someone to use) any Card or Account for any unlawful or other inappropriate purpose or if we suspect this to be the case;
- (k) a Card has become inactive, noting we would normally consider a Card inactive if it has not been used for 12 months;
- (l) you make any arrangement or composition with your creditors;
- (m) you have failed security checks in a manner that we deem unacceptable;
- (n) you commit or attempt to commit fraud against us or some other person or entity or there is a reasonable suspicion of unauthorised or fraudulent activity on a Card or the Account;
- (o) you die (where applicable);
- (p) any representation, warranty or statement made by you to us in connection with this Agreement, is breached or is or becomes, in our opinion, untrue in any material respect or you provide us with false or misleading material at any time;
- (q) we must do so in order to comply with any law, regulation or direction from a relevant authority or court;
- (r) for any reason this Agreement becomes unenforceable or void;
- (s) on a material change relevant to you occurs which, in the opinion of the Bank, is prejudicial to the Bank's interest; or
- (t) it becomes unlawful for you to continue to have a Card.

Where your Agreement is ended or a Card is cancelled, blocked or suspended in any of the above circumstances, we will endeavour to give you advance notice of such action unless we are prevented from doing so by law or it would not be practicable to do so. If such is the case, we will inform you as soon as possible after.

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.

- 76.** Once the Agreement is ended or a Card is cancelled, for any reason:
  - a) you must cut all physical Cards in two (through the signature box, magnetic strip and chip) and delete or deregister all related Digital Cards; and
  - b) you should cancel any Transaction (whether or not it is a recurring Transaction) due to be made to or from the Account (for example, to utility or insurance companies) otherwise you will remain liable for any amount owing.
- 77.** We may be required to publish the suspension or cancellation of any Card.
- 78.** If a notification under Conditions 40 to 42 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. You must still delete or deregister all related Digital Cards.

- 79.** In accordance with this section, if this Agreement is ended the Principal Cardholder will be liable to pay in full the Outstanding Balance on the Account on the date the Agreement is ended as well as all outstanding Transactions, fees, charges, all stamp duties and government levies, if not included in the Outstanding Balance at the time the Agreement is ended. In addition, you may also be subject to fees and charges under the Third Party Agreements. You are solely responsible for the payment of these fees and charges.

If there are recurring Transactions on the Account and you do not cancel them with the relevant Merchants, then they may continue to be charged to the Account after the Agreement has ended. You will be responsible for any amount owing as a result of this. You need to contact the Merchant to stop these transactions.

- 80.** 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 and ensure all related Digital Cards are deleted and deregistered. Our contact details are set out in the 'Contacting us' section of these Conditions.
- 81.** On the death, legal disability or dissolution of the Principal Cardholder, the Outstanding Balance on the Account and all outstanding Transactions, fees and charges, all stamp duties and government levies will become a liability of the estate of the Principal Cardholder and all physical Cards must be cut in two (through the signature box, magnetic strip and Chip). Any related Digital Cards must be deleted or deregistered. Until all money owed to us is paid, any further fees or charges which are applied will also become a liability of the estate of the Principal Cardholder. If there are recurring Transactions on this Account, they may continue to be applied to the Account and will also become a liability of the estate of the Principal Cardholder. Recurring Transactions need to be cancelled by the estate. This can be done by contacting the Merchant.

### Relationship between Principal Cardholder and us

- 82.** The relationship between the Principal Cardholder (and where applicable the Individual Liability 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.

### Assignment

- 83.** We may assign, novate or otherwise transfer all or any of our rights, benefits and/or obligations under the Agreement to any natural or legal person at any time and without notice to you. You shall enter into all documentation specified by us to be necessary or desirable to give effect to such assignment, novation or transfer at our expense.

### General

- 84.** 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.
- 85.** 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.
- 86.** 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 if applicable, you agree that electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.
- 87.** 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

- 88.** 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 to you.

89. We reserve the right for any reason (or on giving reasonable notice where possible) to discontinue offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.

## Management Information Reporting

90. 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 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.
91. 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 Card programme as supporting evidence for VAT purposes as this is beyond our control.
92. 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 provider’s 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.

## Variation of the Agreement

93. These Conditions shall continue to apply to your Account unless and until altered by us in accordance with Conditions 94 to 97.
94. 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 the ‘Ending the Agreement’ section of these Conditions.
95. 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.
96. 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 post, by being enclosed with the Statement, by Text Message, push notification or through our online banking services, or on our website.
97. On receiving such notification, the Principal Cardholder may end the Agreement and cancel the Card(s) in accordance with the ‘Ending the Agreement’ section of these Conditions. Notwithstanding any such termination, the Principal Cardholder shall remain liable for all Transactions, fees, charges, all stamp duties and government levies.

## Waiver

98. 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 retrospectively at a later date and will not constitute a waiver of that Condition.

## Liability

99. (i) You will have no claim against us and we will have no liability to you nor will we be in breach of this Agreement:
- (a) 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;
  - (b) if you do not comply with (i) this Agreement (ii), any other agreement with us or (iii) any Third Party Agreements;

- (c) where your loss relates to goods or items or services (including their delivery or condition) paid for by using a Card or is due to the inability to use your Card for a Transaction or related service. We are not responsible for the delivery or condition of any goods or services paid for by Card or for any loss or damage in connection with any good or services paid for by Card;
- (d) where your loss is due to any third party refusing to accept, or delaying the acceptance of a Card, PIN or Security Details (including any loss due to the way such refusal or delay is communicated to you);
- (e) where your loss is due to our decision not to offer, or to withdraw, any service or feature associated with a Card or Account or where we cancel, block or suspend your Card for any of the reasons set out in this Agreement;
- (f) where the loss is due to our failure to follow instructions from you or a person authorised to act on your behalf, 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;
- (g) where you have acted fraudulently or with gross negligence;
- (h) if any of the details you gave us were wrong or insufficient; and/or
- (i) where your loss is due to circumstances outside of our control, which meant we couldn’t follow this Agreement despite our best effort to do so for example, a problem with a payment, settlement, clearance or Safeguard System, AIB Banking App, labour disputes, act of god, contagious disease, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure or delay in message transmission via mobile phone network, prevention or hindrance in obtaining any energy supplies or the acts or omissions of our agents, contractors or any other third party) or any other reason outside of our control or that of our agents or contractors.

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;

- (ii) 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; and
  - (iii) you shall hold us harmless from any loss or damage suffered by any person as a result of your breach of this Agreement.
100. Nothing in this section will stop us being responsible for your loss, if:
- (a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
  - (b) law or regulation does not allow us to exclude or limit our liability. If you are not a Micro-Enterprise, 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 in the above ‘Liability’ section.

## No liability for refusal or for goods or services

101. We shall not be liable for any loss or damage 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 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.
102. 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

103. 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

- 104.** 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.

## Copy Agreement and Larger Version

- 105.** 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

- 106.** These Conditions and all information and communication with you will be in English.

## Complaints

- 107.** 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, 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

- 108.** 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, Co Dublin

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, as that name be updated or change from time to time. Please see <https://aib.ie/contact-details> for their contact details.

For all other queries telephone us at: **(01)-6685500** or (from outside Ireland) **00 353 1 6685500**.

If we contact you by Text Message in accordance with Condition 47 you may reply to the Text Message.

- 109.** 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.
- 110.** If you are posting your application to us please place it in an envelope addressed as follows: AIB Card Issuing, FREEPOST, PO Box 708, Co Dublin.

## Contacting you

- 111.** Subject to applicable law we may contact you in person, by phone (including SMS), push notification, 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 Text Message, over the phone or in writing.

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 for certain information known only to you but we will never ask you to make payments from your Account to any other account or ask you for your PIN.

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.

## Data protection

- 112.** 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.