

## Terms and Conditions for AIB Kiosk Banking

August 2020

### Definitions

In these Conditions:

**Account** means the account or accounts held by you with us (including, but not limited to, an AIB Credit Card account) (whether in sole or joint names) and designated by you as an account which may be utilised in availing of the Banking Services through a Kiosk.

**Account Conditions** means our terms and conditions that apply to any Account.

**Account Holder** means a person who maintains an Account.

**Agreement** means the agreement concluded between us and you for the purposes of receiving any of the Banking Services through AIB Kiosk Banking which consists of (1) these Conditions; (2) the Privacy and Security Policy; (3) the Debit Card Terms and Conditions of Use and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you including all Account Conditions.

**AIB App** means an AIB application which can either (1) be downloaded from a software application distributor(s) or (2) be available on a Kiosk and which can be used to access AIB Phone & Internet Banking, AIB Kiosk Banking and/or any of the Banking Services.

**AIB Credit Card** means any AIB Visa Credit Card or an AIB Mastercard Credit Card issued to you or any Authorised User (as defined in the Account Conditions) for the purposes of effecting transactions on the Account.

**AIB Phone & Internet Banking** means the systems made available by us to customers to enable them to access and utilise at our discretion certain banking services (as defined in the AIB Phone & Internet Banking Terms and Conditions) via the internet and/or other internet-based telecommunication and/or by telephone in accordance with the AIB Phone & Internet Banking Terms and Conditions.

**AIB Group** means Allied Irish Banks, p.l.c. and any other company which is now or later becomes a subsidiary or holding company of Allied Irish Banks, p.l.c. or a subsidiary of such holding company; 'subsidiary' and 'holding company' are to be construed in accordance with sections 7 and 8 of the Companies Act, 2014.

**AIB Kiosk Banking** means the self-service banking system made available by us to enable you to access and utilise certain Banking Services via Kiosks.

**Allied Irish Banks, p.l.c. and AIB Leasing Limited** means Allied Irish Banks, p.l.c., and AIB Leasing Limited both trading as AIB Finance & Leasing, having their registered office at 10 Molesworth Street, Dublin 2, and place of business at 10 Molesworth Street, Dublin 2. AIB Leasing Limited is a subsidiary of AIB and a member of the AIB Group.

**Ark Life** means Ark Life Assurance Company Limited. Ark Life Assurance Company Limited and Allied Irish Banks, p.l.c. are regulated by the Central Bank of Ireland.

**Banking Services** means the services which we will supply, at our discretion, to you from time to time through AIB Kiosk Banking which may include (without limitation) allowing you to: (a) access information on an Account, including the balance of, and details of recent transactions on, the Account; (b) conduct a cheque search (in respect of cheques written within the preceding two months); (c) request statements on an Account; (d) make a Money

Transfer; (e) make a Bill Payment; (f) set up, amend, or cancel a standing order; (g) access balance and other statement information in relation to other AIB Group member products purchased by or provided to you; and (h) manage features of your AIB Credit Card and Debit Card, in accordance with the relevant Account Conditions, including reporting your cards lost or stolen, requesting a replacement card, requesting a card pin reminder and adding a travel note. For the avoidance of doubt, we may, at our discretion, only make available a limited number of the Banking Services to you on AIB Kiosk Banking.

**Bill Payment Account** means an account of a third party which has been set up by us for Bill Payment arrangements. The list of Bill Payment Accounts (which may be added to or changed by us from time to time) will be made available to you and you may designate Bill Payment Account(s) from the list for Bill Payment through AIB Kiosk Banking.

**Bill Payment** means the transfer of funds by you for credit of a Bill Payment Account designated by you which is made at the debit of a Nominated Account using AIB Kiosk Banking;

**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 in relation to execution timeframes in respect of a payment to an account with another financial services provider, a day on which that financial services provider is also open for business.

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

**Consumer** means a natural person who is acting for purposes other than his/her trade, business or profession.

**Debit Card** means any debit card issued by us to you or any Authorised User (as defined in the Debit Card Terms and Conditions of Use) for the purposes of effecting transactions on the Account.

**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. These booklets and/or schedules set out the fees and charges that apply to the relevant Account, including any international charges, whether accessed in Ireland or abroad.

**Inter Account Transfer** means the transfer of funds in euro by you for credit of an account within the Single Euro Payments Area (SEPA) held by or with a credit institution other than us (other than a Mandated Account), which is made at the debit of an Account using AIB Kiosk Banking. Full details of countries within SEPA are available on our website, [www.aib.ie](http://www.aib.ie).

**Intra Account Transfer** means the transfer of funds by you for the credit of any other Account and/or any third party account maintained with AIB, which is made at the debit of an Account using AIB Kiosk Banking.

**Irish Life** means Irish Life Assurance plc. Allied Irish Banks, p.l.c. is a tied agent of Irish Life Assurance plc, for life and pensions business. Allied Irish Banks, p.l.c. and Irish Life Assurance plc are regulated by the Central Bank of Ireland.

**Kiosk** means an in-branch machine capable of accepting and processing requests with the use of a Debit Card and PIN or a Registration Number and PAC.

**Mandated Account** means an Account (other than a Nominated Account) or any third party account maintained with us, or with a credit institution other than us, designated by you for receipt of funds through AIB Kiosk Banking.

**Money Transfer** means an Intra Account Transfer or an Inter Account Transfer or an international payment.

**Nominated Account** means such of the Accounts as are designated for access through AIB Kiosk Banking.

**PAC** means the personal access code, consisting of not more than five digits, allocated to you by us for use in conjunction with the Registration Number or which you choose, with our consent, through AIB Phone & Internet Banking.

**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 allotted by us and/or subsequently chosen by you for use in conjunction with a Debit Card.

**Privacy and Security Policy** means the documents called 'Privacy Statement' and 'Security Policy' published on the Website and/or any AIB App from time to time.

**Registration Number** means the Registration Number allocated by us to you in connection with AIB Phone & Internet Banking

**Security Device** means any numbers, codes, words, biometric information (to include but not limited to fingerprint details) or other security measure or procedure we require you to use in connection with the Banking Services, including but not limited to, a Registration Number, PAC, Debit Card and/or PIN.

**Unique Identifier** means a combination of letters, numbers or symbols used to identify the bank account or card account of the payee when processing a payment (for example, national sort code (NSC) of the payee's bank and the payee's account number or the payee's International Bank Account Number (IBAN) and the Bank Identification Code (BIC) of the payee's bank or the payee's sixteen digit card number).

**User** means the Account Holder to whom (or in the case of joint Accounts, to each of whom) access to Banking Services through AIB Kiosk Banking is available.

**Website** means any AIB website used by you to access any of the Banking Services from time to time.

Any reference in these Conditions to '**you**' and '**your**' includes the User and your personal representatives and successors and where appropriate includes any joint Account Holder or any third party authorised to act on your behalf.

Any reference to '**AIB**', '**we**', '**us**' and '**our**' means Allied Irish Banks, p.l.c. and includes our successors and assigns. Our head office and registered office is at 10 Molesworth Street, Dublin 2. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

## **Use of AIB Kiosk Banking**

### **1 Interpretation**

1.1 If you are an AIB Phone and Internet Banking customer the Terms and Conditions for AIB Phone and Internet Banking shall apply and prevail over these Conditions. These Conditions are supplemental to and should be read in conjunction with our Account Conditions and both

shall apply to your Account. Should there be a conflict between these Conditions and the Account Conditions these Conditions shall prevail.

1.2 In particular and without prejudice to the generality of the application of the Account Conditions, where relevant, the Account Conditions contain information and provisions relating to:

1.2.1 the information and Unique Identifiers you must give us in order for a payment to be properly executed;

1.2.2 execution timeframes;

1.2.3 liability in respect of unauthorised, non-executed and incorrectly and/or late executed payment instructions;

1.2.4 interest and exchange rates; and

1.2.5 the manner in and frequency with which we have to communicate with you.

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

1.4 In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

1.5 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.

1.6 Copies of these Conditions and all other documents that constitute the Agreement may be obtained from your branch. These Conditions and certain other documents that constitute the Agreement are also online at [www.aib.ie](http://www.aib.ie) and on your AIB App.

1.7 When you use any of the Banking Services you are deemed to have accepted these Conditions.

## **2 Availability and Security**

2.1 AIB Kiosk Banking, through which Banking Services are made available, is, subject to Condition 2.2, only provided to you by us in respect of Accounts in Ireland.

2.2 AIB Kiosk Banking (including the Banking Services delivered through it) and each Security Device (if applicable) must be used by you strictly in accordance with the Agreement.

2.3 You shall disconnect and exit AIB Kiosk Banking when not availing of the Banking Services on the Kiosk.

2.4 You must tell us as soon as possible on becoming aware of the loss, theft or misappropriation of any Security Device or their unauthorised use by contacting our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions) or your AIB Branch. If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered.

2.5 You should check the transactions recorded on your Account online on a regular basis. Please contact us as soon as possible (our contact details are set out in the “Contacting us” section of these Conditions) if you have any queries, or if you think there may be a mistake or you think you might not have authorised a transaction. If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered. We will normally consider that there has been undue delay on your part if you fail to notify us within 30 days after receipt by you of a statement or payment advice detailing the relevant debit to your Account or where a statement or payment advice is not issued to you, within 30 days of the relevant information being made available to you through our Banking Services. In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.

### **3 Payments from your Account**

3.1 We shall be entitled, but not obliged, to record all communications from, or instructions given by, you to us, or messages sent by us to you through AIB Kiosk Banking.

3.2 You authorise us to act upon any instruction to debit an Account received through AIB Kiosk Banking which has been transmitted using all or part of any Security Device and/or any other authentication process (which may, or may not, include use of all or part of a Security Device) which we may require to be used in connection with AIB Kiosk Banking without requiring us to make any further authentication or enquiry, and all such debits will constitute a liability of yours. Where your Account is maintained in joint names the liability of the Account Holders will be joint and several.

3.3 When a transaction is authorised by use of a Security Device and/or any other authentication process (which may, or may not, include use of all or part of a Security Device), the use of such authentication process will be regarded as evidence that the transaction was authorised by the User. We will be deemed to have received the transaction on the Business Day that it is authorised subject to applicable cut-off times. The applicable cut-off times are available on the Website or on request from any AIB branch.

3.4 Entries in an Account in respect of Bill Payments and Money Transfers shall be prima facie evidence that the transfer or debit represented thereby has been duly authorised and will be binding on us and you unless and until proved to the contrary.

3.5 We may refuse to execute a transaction if we have legitimate reasons not to, for example:

3.5.1 you have not authorised the transaction in accordance with Condition 3.2

3.5.2 we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;

3.5.3 you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;

3.5.4 you have not provided us with all the information or you have not followed all the instructions we have given to you to enable us to execute the transaction; or

3.5.5 any of the circumstances specified in Condition 10.1 occur.

If we do not accept a payment instruction in respect of a payment that is subject to PSD2 we will notify you of this in accordance with your Account Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so.

3.6

3.6.1 You must ensure that all instructions given by you to us through AIB Kiosk Banking are accurate and complete, and that, where appropriate, you correctly identify the Account/account (including any Unique Identifier required) to which any amount is to be credited or debited. In particular, prior to confirming any instruction to us, you must ensure that the instruction which is relayed back to you confirming the instruction that you sent through AIB Kiosk Banking is the instruction which you intend to give. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us or by us accepting such instructions. Where you give us inconsistent instructions (for example, where the receiving bank's NSC or BIC and its name and address details do not match) we will not be liable for acting in accordance with any part of those instructions. We are entitled to rely on any instruction from you using AIB Kiosk Banking, and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you. We will not be liable or responsible for any delay or error which arises from incomplete, unclear, inconsistent and/or mistaken instructions which you give to us.

3.6.2 Once accepted by us for execution a payment instruction is irrevocable. However, if you wish to amend or cancel an instruction that you have given to us, we will, provided you give the instruction to make such amendment or cancellation in such form as we may prescribe, use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation should be given to your branch in writing, by telephone or in such other form as we may prescribe. You will be liable for any additional fees or expenses or exchange losses which arise out of any such amendment or cancellation, or any payment investigation initiated at your request.

3.6.3 We are authorised to provide you with account balance information in respect of all accounts currently or at any future time opened in your name with any AIB Group member where we have agreed to do so and you give instructions to us through AIB Kiosk Banking.

3.6.4 We are authorised to provide to you any or all of the Banking Services which may be accessed and availed of through AIB Kiosk Banking in accordance with your instructions given to us through AIB Kiosk Banking.

3.7 You shall not create an unauthorised overdraft, exceed an approved limit on an Account or otherwise act in any manner contrary to any other Account Conditions and/or the Banking Services through the use of AIB Kiosk Banking.

3.8 When using the Banking Services we and you agree that both of us will not attempt to rely on any Account Conditions if to do so would be an attempt to repudiate the validity of your instructions relating to the Banking Services or the communications regarding the instructions sent to you by us.

3.9 We may, but are not obliged to, operate from time to time such security procedures as we consider appropriate including making call backs to you. We reserve the right to delay or not permit a payment where we are suspicious that the security of the payment may be compromised or that it is unauthorised or fraudulent. We will not be liable for any delay or failure in making any payment as a result of such procedures.

#### **4 The application of foreign exchange rates to transactions**

4.1 Any payment on your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate. For details of the applicable rates and procedures please see your Account Conditions and Fees and Charges Booklets.

4.2 If we receive a payment instruction after the cut-off time on a Business Day (or on a day that isn't a Business Day) (see condition 5 below), we will generally process it on the next Business Day, although we may process it on the day we receive it, in accordance with the Account Conditions.

## **5 Time periods for payments and payment limits**

5.1 Our ability to execute a payment instruction within the applicable maximum execution time is dependent on our receiving the relevant instruction before the applicable cut-off times. The applicable cut-off times are available on the Kiosk, on the Website or on request at any AIB branch. Any payment instructions in respect of the Accounts issued by you via the Banking Services must be received by us before the relevant cut off time, in order to be dealt with by us on that Business Day. Any payment instructions in respect of the Accounts issued via the Banking Services received by us after the relevant cut off time or on a non-Business Day will, subject to our acceptance of such instruction for execution, be dealt with on the next Business Day unless you are otherwise notified through the Banking Services. We are not responsible for any delay in the processing of international payment instructions where the date of receipt of payment in the recipient jurisdiction is not a business day in that jurisdiction or in the jurisdiction of the payment currency.

5.2 Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the payee's bank to process and apply the payment to the payee's account.

5.3 Details of the applicable execution timeframes are available in the Account Conditions, on the Website or on request from any AIB branch.

5.4 Details of the daily transactional limits in relation to the Banking Services and the maximum aggregate amount which you may transfer using the Banking Services (whether by Bill Payments, Money Transfers and/or otherwise) during any Business Day are available on the Website or on request from any AIB Branch.

## **6 Our liability to you**

6.1 To the extent permitted by law, and notwithstanding anything to the contrary herein, we shall not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence or Condition 7.2 below applies. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever.

6.2 If you suffer fraud through AIB Kiosk Banking, we will refund you the full amount taken fraudulently from your Account, provided that:

6.2.1 you have not acted fraudulently; and

6.2.2 you have acted fully in accordance with these Conditions (in particular Condition 2) and your Account Conditions.

6.3 We will have no liability to you for any loss suffered by you where:

6.3.1 we reasonably think you have acted fraudulently and we notify the relevant national authority of this; and/or

6.3.2 you have fraudulently, intentionally or with gross negligence:

a) failed to keep safe or not used any Security Device in accordance with these Conditions or any terms and conditions applicable to it; and/or

b) failed to tell us in accordance with condition 2.4 about the loss, theft or misappropriation of any Security Device.

6.4 Nothing in this Condition 6 will stop us being responsible for your loss if:

6.4.1 we act fraudulently, with gross negligence or such loss is as a result of our wilful misconduct; or

6.4.2 law or regulation does not allow us to exclude or limit liability.

6.5 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. Where we provide you with services which are not subject to the Payments Services Directive we shall not be liable to you for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.

6.6 We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.

6.7 Notwithstanding any other provision in the Conditions, we may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, investigating and intercepting payments into and out of the Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

## **7 Information on Account Balances and Statements**

7.1 You acknowledge that any Account balance quoted through AIB Kiosk Banking may not be fully up to date. For instance, the quoted Account balance may not have been appropriately adjusted to include any debit or credit (whether paper or electronic) transactions processed or issued since close of business on the previous Business Day. You accept that, as the Account balance quoted may contain uncleared transactions, it may be adjusted in the event of non-payment of any such transactions. You also accept that for certain Accounts an account balance may not always be available.

7.2 You should carefully examine any account information (including Account statements and balances) received by you, or any other information provided by us to you, through the Banking Services from time to time and report any errors or omissions to us in writing without undue delay as required in the Account Conditions. Nothing herein will prevent us or you subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

## **8 Information on Allied Irish Banks, p.l.c., AIB Leasing Limited (both trading as AIB Finance and Leasing) ArkLife Account Information and Irish Life Account Information**

8.1 For the purposes of this Condition 8 Allied Irish Banks, p.l.c. and AIB Leasing Limited shall be collectively referred to as "**AIB Finance & Leasing**".

8.2 You acknowledge and accept that account balance information on accounts with AIB Finance & Leasing quoted through AIB Kiosk Banking is in all cases subject to the terms and conditions of the form or authorisation completed by you and furnished to AIB Finance & Leasing in respect of the provision of such information through AIB Kiosk Banking.

8.3 You acknowledge and accept that the policy information in relation to your Ark Life and/or Irish Life products quoted through AIB Kiosk Banking is in all cases information relating to the policy as at close of business on the Business Day prior to the day of quotation and that such policy information is in all cases provided subject to the terms and conditions of the form of authorisation completed by you and furnished to Ark Life and/or Irish Life in respect of the provision of such information through AIB Kiosk Banking.

8.4 You shall carefully examine AIB Finance & Leasing and/or Ark Life account information and/or Irish Life account information received by you from time to time and shall report any errors or omissions to AIB Finance & Leasing and/or Ark Life, as appropriate, in writing within 30 days from the date of dispatch of such account information. In the event that no error or omission is reported by you within the time specified, AIB Finance & Leasing and/or Ark Life and/or Irish Life shall be entitled to rely on the conclusiveness of the relevant account information as respects further transactions, provided that nothing herein will prevent AIB Finance & Leasing and/or Ark Life and/or Irish Life or you subsequently adjusting the account information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

## **9 Charges/ Fees**

9.1 Subject to 9.3, where a fee is applicable to any of the Banking Services provided through AIB Kiosk Banking that fee shall be charged at the appropriate rate specified in the Fees and Charges Booklets.

9.2 Subject to notifying the relevant authority where applicable, we may from time to time alter such fees and charges and introduce new fees and charges. Such variation will be notified to you in accordance with Condition 11.

9.3 A transfer effected through AIB Kiosk Banking, which debits an AIB Credit Card Account for the purpose of:

9.3.1 an Intra Account Transfer or an Inter Account Transfer will be treated and charged by us as a cash advance transaction under the terms and conditions of the AIB Credit Card Account to which the Intra Account Transfer or the Inter Account Transfer relates; and

9.3.2 a Bill Payment will be treated and charged by us as a purchase transaction under the terms and conditions of the AIB Credit Card Account to which the Bill Payment relates except where the resulting balance on the AIB Credit Card Account is credit or nil in which case no such charge will be applied, in accordance with the AIB Credit Card terms and conditions.

## **10 Termination of the Agreement**

10.1 We may immediately terminate the Agreement and withdraw any Banking Services without notice:

10.1.1 if you become bankrupt or go into liquidation or if you enter into a voluntary arrangement with your creditors;

10.1.2 if you cease trading;

10.1.3 if you are no longer, in our opinion, able to manage your financial affairs;

10.1.4 if you die;

10.1.5 if we reasonably believe that any of the Banking Services have been used negligently, illegally or fraudulently by you, or by a third party as a result of your negligence or recklessness;

10.1.6 if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;

10.1.7 if you have not accessed AIB Kiosk Banking in any period of 12 consecutive months;

10.1.8 if we must do so in order to comply with any law;

10.1.9 if you use your Account for any unlawful or other inappropriate purposes; or

10.1.10 if for any reason the Agreement becomes unenforceable or void.

If we take such action we will immediately give you notice in writing that we have done so.

10.2 We may terminate the Agreement on giving 2 months prior notice in writing to you.

10.3 The Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated. You may terminate the Agreement at any time by giving us not less than 20 Business Days prior written notice to that effect, but without prejudice to your liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

10.4 Notwithstanding your death or incapacity all payments made by us at the debit of any Account, including the Nominated Account, shall be valid and binding upon you and your estate or legal representative if made prior to the receipt by us of written notice of such death or incapacity.

10.5 We reserve the right to process or cancel any transactions in progress on termination of the Agreement or on suspension or withdrawal of any of the Banking Services. We are not responsible for any loss you may incur as a result of any transaction not being processed as part of the Banking Services after termination of the Agreement or after any suspension or withdrawal of any of the Banking Services.

10.6 Any termination of the Agreement and/or any of the Banking Services is without prejudice to your continued liability for any outstanding indebtedness. In this regard any amounts for which you are liable on the date of termination shall become immediately payable on that date subject to any right of refund pursuant to the Payment Services Directive.

## **11 Variations of the Agreement**

These Conditions can be amended in the same manner as the Account Conditions.

## **12 Notices**

12.1 Save where expressly provided, any notice required to be given by you to us in connection with the subject matter of the Agreement shall be given in writing and sent through the post to our AIB branch.

12.2 Save where expressly provided, any notice required to be given by AIB to you in connection with this Agreement may be given by any means available to us at the time which is required or permitted by law or regulation, such as by post, email, text message, through our online banking services, , by electronic message through AIB Kiosk Banking, on our Website, published in a national daily newspaper or displayed in one of our branches. .

## **13 Complaints**

13.1 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.

13.2 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.

- 13.3 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 solve your complaint in our complaints brochure, which is available in any of our branches or on our website.
- 13.4 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.

## **14 Use of Information and Confidentiality**

14.1 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..

14.2 Subject to the terms of the Privacy and Security Policy, and except to the extent that such disclosure is required under compulsion of law or pursuant to a direction or request issued by the Central Bank of Ireland or other competent statutory or regulatory authority, we shall ensure that all your confidential personal data held by us in relation to AIB Kiosk Banking shall only be accessible to AIB Group, its or their agents or a company controlled by us (or by Ark Life as applicable) and shall be processed or used by them for purposes and in a way compatible with the discharge of our obligations to you under the Agreement.

14.3 You shall ensure that all information obtained from us by you relating to our operations, services, software, hardware and/or systems in connection with the Agreement shall be treated by you in strictest confidence and shall not be disclosed by you to any third party unless it is already in the public domain.

14.4 The Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT) processes payments on behalf of financial services providers worldwide and is currently the only organisation providing such a service. All transactions processed in Belgium are replicated in a back-up system (known as a 'mirror site') in the United States of America (US). Maintaining a geographically separated back-up infrastructure to ensure continued operation is in line with international standards and supervisory requirements. On foot of official subpoenas, transaction data held in the US 'mirror site' may be disclosed to US or other authorities for the purposes of combating terrorism and other serious crimes. Therefore, by instructing us to execute a payment instruction, any information you provide to us in order to effect a payment instruction could potentially be disclosed to the US authorities. We reserve the right to amend this notice at any time. You should regularly check for any amendments.

## **15 Intellectual Property**

15.1 The intellectual property rights in all data, information, systems, processes or other material used by or developed by us for the purposes of providing the Banking Services or performing our obligations under the Agreement shall remain vested, or upon their creation vest, in us or our licensors.

15.2 The copyright and all other rights in any software or firmware in devices provided by us and in any user guides or other information provided to you, remains owned by us or by the person who licenses it to us (if applicable). You must use any software, firmware or devices provided by us exclusively in connection with this Agreement and, for the purpose of receiving

the Banking Services, as contemplated by the Agreement and as described in any user guide or other information we provide to you. You will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.

15.3 Save where otherwise specified, the intellectual property rights and contents any AIB App are owned by us or our licensors. Reproduction of part or all of the contents of any AIB App in any form is prohibited without our prior consent, other than that you may print one copy of the contents of the App through AIB Kiosk Banking for personal non-commercial use where this option is available to you on a Kiosk.

## **16 Temporary Withdrawal of Service**

16.1 In the event of a breakdown, fault or malfunction of, or connection to, any system used in connection with AIB Kiosk Banking, or where there is a real or potential security risk, we shall be entitled, without incurring any liability to you, to temporarily suspend the relevant Banking Services or access to AIB Kiosk Banking for such reasonable period as may be required to remedy, address or resolve the system issue.

16.2 We shall not be in breach of our obligations under the Agreement, nor liable for any loss, damage or other liability suffered by you or any other person, if there is a delay in, or any total or partial failure of, performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, act of terrorism, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system or any other computer system, or failure of any other telecommunications network, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any acts or omissions of our agents or third parties, or any other reason (whether or not similar in kind to any of the above) beyond our control.

## **17 Security, Maintenance and Availability**

17.1 You accept that IT systems, electronic communications and the internet may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In consequence we cannot guarantee the privacy or confidentiality of communications via such media although we will put in place security measures to protect these methods of communications.

17.2 From time to time it may be necessary, or desirable for security reasons, maintenance, upgrades or other reasons to:

17.2.1 make certain or all of the Banking Services unavailable to you; and/or

17.2.2 delay implementation of any new Banking Services; and/or

17.2.3 withdraw, replace or reissue any Security Device, Debit Card and/or any other authorisation process; and/or

17.2.4 change authentication procedures or processes for accessing AIB Kiosk Banking and while we will use reasonable endeavours to minimise any inconvenience caused to you, you accept that these events may occur and that we have no liability to you in the event of this happening. Where we change authentication procedures for accessing AIB Kiosk Banking then, notwithstanding Condition 12 we may introduce these procedures by giving instructions to you via the Kiosk in respect of which such procedures are being introduced.

## **18 Indemnity**

You undertake to us to comply strictly with the Agreement. You acknowledge that your compliance with the Agreement is designed to minimise the risk of unauthorised use of AIB Kiosk Banking. Except as set out elsewhere within these Conditions, you agree to indemnify us in full in respect of any loss or damages which may arise to AIB, you or any third party as a consequence of your non-compliance with the Agreement.

## **19 Agency**

You agree that you have entered into the Agreement for your own benefit and not for the benefit of another person, and may not subcontract or assign any of your rights or obligations under the Agreement. You acknowledge that AIB enters into the Agreement for itself and as agent for any member of the AIB Group where that member of the AIB Group has an agreement with you in respect of a product or service to which the Banking Services that are provided to you apply.

## **20 Severability**

If, at any time, any provision of the Agreement (or any part of a provision of the Agreement) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the remainder of the Agreement (including the remainder of a provision where only part thereof is or has become illegal, invalid or unenforceable).

## **21 Waiver**

Any waiver by us of a breach or default of any of the provisions of the Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on our part to exercise or avail of any right, power or privilege that we have or may have, operate as a waiver of any breach or default by you.

## **22 Contacting us**

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 online at [www.aib.ie](http://www.aib.ie) or by contacting your local branch.

If you have any queries, please contact your local branch or a customer service advisor on 0818 724724 (or +353 (0) 1 771 24 24 if you are calling from abroad).

## **23 Contacting you**

Where we are allowed by law, we may contact you in a variety of ways, such as in person, by post, electronic or telecommunication means or any other way available to us.

## **24 Business Users**

24.1 The following provisions of this Condition 24.1 shall apply to business Account Holders only. For the avoidance of doubt, if you are an individual and use AIB Phone and Internet Banking both in relation to your capacity as a Consumer and for the purposes of your business, trade or profession, this Condition 24.1 only applies to you to the extent that you use are using AIB Phone and Internet Banking for the purposes of your business, trade or profession:

24.1.1 Without prejudice to any other exclusion or limitation on liability under the Agreement, and notwithstanding any other provision of the Agreement, to the extent permitted by law, we shall not be liable for any loss suffered by you in connection with the Agreement except to the extent directly attributable to our fraud or negligence or where Condition 6.2 applies.

24.1.2 You acknowledge and agree that we shall not be liable for any loss which arises as a result of:

- (a) the non-availability, non-functioning or malfunctioning of AIB Kiosk Banking;
- (b) any action or inaction taken by or against us as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of AIB Kiosk Banking;
- (c) any failure by you to use AIB Kiosk Banking in accordance with the Agreement or your misuse or abuse of AIB Kiosk Banking;
- (d) our failure to act in accordance with any instruction from you where there are insufficient funds in the relevant Account to effect a transaction or if the transaction, if effected, would result in any applicable limits being exceeded;
- (e) any act, delay or error by a third party, including another financial institution, including failure by a third party to accept, or acknowledge receipt of, funds, or for any delay by us in advising you, and/or crediting your Account, if an instruction is not successfully processed by a third party;
- (f) reliance upon any information received through AIB Kiosk Banking; or
- (g) disclosure of information to unauthorised persons as a result of the transmission of such information electronically.

24.1.3 You agree that under no circumstances shall we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever indirect, special, incidental or consequential loss (including any suffered by you as a result of an action brought by a third party) even if that loss was reasonably foreseeable, or even if we had been advised of the possibility of the loss being incurred.

24.1.4 You indemnify and agree to keep us indemnified against all loss suffered or incurred by us and all claims made against us in relation to the Agreement provided that we will not be entitled to rely on this indemnity in respect of any loss or claim attributable solely to our fraud or negligence or where Condition 6.2 applies. For the avoidance of doubt, in the case where any Account is held with a subsidiary or an associated company of AIB, such subsidiary or associated company shall be entitled to the benefits of this indemnity.

24.1.5 You represent and warrant to us that you are entitled and authorised to enter into the Agreement and that the provisions of the Agreement constitute legal, valid and binding obligations on you.

24.1.6 As a business Account Holder, you acknowledge and accept that some of the Banking Services may not be made available to you.

24.1.7 We do not make any representations or warranties to you concerning AIB Kiosk Banking, and we exclude any representations, warranties, terms and conditions, whether express or implied and whether statutory or otherwise to the fullest extent permitted by applicable law in connection with AIB Kiosk Banking.

24.2 For the avoidance of doubt, the provisions of Condition 24.1 shall not form a part of the Agreement between us and any party using AIB Phone and Internet Banking as a Consumer, and nothing in Condition 24.1 shall in any way affect the interpretation of any other provision of an Agreement between us and any party using AIB Kiosk Banking as a Consumer. If you are an individual and use AIB Kiosk Banking both in relation to your capacity as a Consumer and for the purposes of your business, trade or profession, you will be deemed to have entered two separate and distinct Agreements (one as Consumer and one as a business Account Holder) with us and neither shall be interpreted by reference to the other.

24.3 Nothing in the Agreement shall affect any of your statutory rights in relation to your use of AIB Kiosk Banking as a Consumer, except to the extent permitted by law.

## **25 Governing Law**

The Agreement is governed by the laws of Ireland and for our benefit you submit to the Irish Courts with respect to any dispute arising out of or in connection with the Agreement.