



# AIB Kiosk Banking

## Terms and Conditions

Effective date 9th January 2025

### 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) and which you choose as account(s) which may be accessed and used through AIB Kiosk Banking.

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

**Account Holder** means a person(s) or entity who has an Account with us in their name.

**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 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 Banking App** means an application owned by or licensed to the AIB Group (or a member of the AIB Group) 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 Credit Card issued to you or any Authorised User.

**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.

**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 Phone & Internet Banking Terms and Conditions** means the terms and conditions for AIB Phone & Internet Banking.

**Authorised User** has the meaning specified in the relevant Account Conditions.

**Banking Services** means any banking, financial, investment and insurance services or any other services which we, at our discretion, supply or may supply 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, not all services will be available to or through third parties and we may, at our discretion, vary the Banking Services available on AIB Kiosk Banking and/or only make available to you a limited number of the Banking Services 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 then designate Bill Payment Account(s) from the list for Bill Payment through: (i) the Adviser Facility; and/or (ii) 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: (i) a Nominated Account using AIB Kiosk Banking; or (ii) an Account.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland. For execution timeframes in respect of a payment to an account with another financial services provider, Business Day means 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 any individual who uses AIB Kiosk Banking for personal use, not connected with their trade, business or profession.

**Debit Card** means any debit card issued by us to you or any Authorised User.

**Fee Advice** means the detailed breakdown of the account fees charged to your Account as set out in the Fees and Charges Booklets.

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

**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.

**Money Transfer** means a transfer of funds which you make using AIB Kiosk Banking, including payments between your Accounts, payment to other AIB accounts, payments to accounts held with other banks, payment service providers and financial institutions in Ireland, and international payments.

**Nominated Account** means the Accounts that are chosen by you for access through AIB Kiosk Banking.

**PAC** means the personal access code, consisting of not more than five digits, which is generated during the registration process for use by you or where you are a business Account Holder, your nominated User, in conjunction with the Registration Number.

**Payment Services Directive or PSD2** means the Irish laws which give effect to EU Directive 2015/2366 relating to payment services.

**PIN** means the secret personal identification number allocated by us and/or subsequently chosen by you for use with a Debit Card.

**Registration Number** means the user identification number allocated by us to you, including where you are a business Account Holder where it has been allocated by us directly to your nominated User, in connection with AIB Phone & Internet Banking.

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

**Security Policy** means the Security Policy published on the Website from time to time.

**Unique Identifier** means a combination of letters, numbers or symbols we use to identify the bank account or card account of the payee when we process 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. The payee is the person to whom the payment is being made.

**User** means the Account Holder or any person to whom any Security Device is issued by us (if applicable). Where you are a business Account Holder (including a company), any person nominated by you (in accordance with our procedures) to use AIB Kiosk Banking on your behalf will be a User.

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

When we say '**you**' and '**your**', we mean the Account Holder and/or the User or other third party authorised to act on your behalf, to include your personal representatives and successors and where appropriate includes any joint Account Holder.

When we say '**AIB**', '**we**', '**us**' and '**our**' we mean Allied Irish Banks, p.l.c. and this 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 & Internet Banking customer the Terms and Conditions for AIB Phone & Internet Banking shall apply instead of these Conditions. These Conditions are supplemental to and should be read in conjunction with our Account Conditions and both shall apply to your Account. If there is a conflict or inconsistency between these Conditions and the Account Conditions, these Conditions shall be applied.
- 1.2 The relevant Account Conditions contain important information and provisions which will apply to the Banking Services you access using AIB Kiosk Banking. This includes, in particular, 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, 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.and you should refer to your Account Conditions to ensure that you understand these provisions when using AIB Kiosk Banking.
- 1.3 In these Conditions, references to the singular include the plural and references to the plural include the singular, where the context allows it.
- 1.4 In these Conditions, we may sometimes refer to Irish and European Union laws, including specific legislation or regulations. If we do this, we mean the most up to date version of the specified laws, including any replacement legislation or regulations.
- 1.5 We have included headings for convenience only. The headings are to assist you, but should not be taken into account when interpreting these Conditions.
- 1.6 We sometimes give an example of something covered by a Condition or definition. We do this to assist you. The meaning and scope is never limited to those examples.
- 1.7 Copies of these Conditions and all other documents that constitute the Agreement (such as your Account Conditions) may be obtained from your branch. These Conditions and certain other documents that constitute the Agreement are available online at [www.aib.ie](http://www.aib.ie).
- 1.8 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 only provided to you by us in respect of Accounts in Ireland.

- 2.2 AIB Kiosk Banking (including the Banking Services provided through it) and each Security Device (if applicable) must be used by you strictly in accordance with the Agreement. Your compliance with the Agreement is designed to minimise the risk of unauthorised use of AIB Kiosk Banking. If you do not use AIB Kiosk Banking or any Security Devices in accordance with the Agreement, you may not be able to get compensation for any loss you have suffered. This is explained in more detail in the Our liability to you section in these Conditions.
  - 2.3 You shall disconnect and exit AIB Kiosk Banking when you are not using the Banking Services on the Kiosk.
  - 2.4 We do not provide any guarantee or undertaking that your use of or access to AIB Kiosk Banking and/or the Banking Services will be uninterrupted or without occasional delay. If there is a breakdown, fault or failure to operate normally of, or connection to, any system used to enable access to AIB Kiosk Banking, or where there is a real or potential security risk, we shall be entitled to temporarily suspend some or all of the Banking Services and / or access to AIB Kiosk Banking for a reasonable period so that the system issue can be fixed and / or the security issue resolved.
  - 2.5 From time to time we may update an AIB Banking App. Depending on the update, you may not be able to use that AIB Banking App until you have downloaded the latest version of the AIB Banking App and, where appropriate, accepted any new terms and conditions.
  - 2.6 You must tell us as soon as possible if you know or think it is possible that there has been a loss (including an accidental disclosure), theft or misappropriation of any Security Device or their unauthorised use (which means any use by someone other than you which is not permitted by these Conditions). You should do this 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, you may not be able to get compensation for any loss you may have suffered.
  - 2.7 IT systems, electronic communications and the internet may not be secure and communications through such media may be intercepted or accessed without permission or delivered incorrectly. We cannot guarantee the privacy or confidentiality of communications through such media although we will put in place security measures to help protect these methods of communications.
- ### 3 Payments from your Account
- 3.1 We are 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 (i.e., to remove funds from) an Account received through AIB Kiosk Banking which has been sent and/or authorised using all or part of any Security Device and/or any other authentication process which we may require you to use in connection with AIB Kiosk Banking. We reserve the right to process any transactions in progress on termination of the Agreement or on suspension or withdrawal of any of the Banking Services. All debits will be a liability of yours. We can rely on your authorisation without having to make any further enquiry or require additional authentication.
  - 3.3 We may refuse or delay a transaction if we have legitimate reasons to refuse or delay, for example:
    - 3.3.1 you have not authorised the transaction in accordance with these Conditions and any applicable Account Conditions;
    - 3.3.2 we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
    - 3.3.3 you do not have sufficient cleared and available funds in your Account to cover the amount of the transaction and all applicable charges;
    - 3.3.4 the transaction would result in any applicable transaction limits being exceeded;
    - 3.3.5 we are entitled to refuse or delay under the Account Conditions;
    - 3.3.6 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;
    - 3.3.7 where we are suspicious that the transaction is not secure or that it is unauthorised or fraudulent; or

- 3.3.8** we have the right to terminate as described in the Termination of the Agreement section in these Conditions (even if we chose not to terminate the Agreement).

We will not be liable for any delay or failure in any payment or transaction as a result of any of the circumstances described in this Condition.

## 3.4

- 3.4.1** You must ensure that all instructions given by you or on your behalf 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 paid or from which it is to be deducted. If you are sent a message asking you to confirm an instruction which was sent to us through AIB Kiosk Banking, you must ensure that the details in the request for confirmation match the instruction which you intend to give. The processing by us of any confirmed instruction shall be final and you will not be able to withdraw or amend the instruction.

- 3.4.2** We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions given to us through AIB Kiosk Banking by you or on your behalf, including where we act on those instructions. Where you give us inconsistent instructions (for example, re the receiving bank's NSC or BIC and its name and address details do not match) we may, and are authorised by you to, rely on any part of those instructions. If you give us incorrect or mistaken instructions (for example, where an NSC or BIC are incorrect), we will rely on those instructions and are not liable to you or anyone else for any loss as a result.

- 3.4.3** Once accepted by us for execution, a payment instruction is irrevocable. This means you do not have any right to amend or cancel the instruction. However, if you wish to amend or cancel an instruction that you have given to us, we will try, but are not obliged, to make such amendment or cancellation if it is possible for us to do so. We can only try to do so if you have given us an instruction to make the amendment or cancellation in such form as we may specify. 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 have to pay any additional fees or expenses or exchange losses which arise out of any such amendment or cancellation, or any payment investigation done at your request.

- 3.5** You shall not use AIB Kiosk Banking in any way which would breach your Account Conditions (for example, to create an unauthorised overdraft, exceed an approved limit on an Account) or the Agreement.

## 4 The application of foreign exchange rates to transactions

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.

## 5 Time periods for payments and payment limits

- 5.1** Any payment instructions in respect of the Accounts issued by you through AIB Kiosk Banking must be received by us before the relevant cut off time on a Business Day in order to be dealt with by us on that Business Day. Any payment instructions in respect of the Accounts issued through AIB Kiosk Banking which is received by us after the relevant cut off time or on a non-Business Day will, if we accept the instruction, be dealt with on the next Business Day unless we tell you otherwise through the Banking Services. Details of the applicable cut-off times are available on the Kiosk, on the Website or on request at any AIB branch.
- 5.2** We are not responsible for any delay in the processing of payee's bank or payment service provider.
- 5.3** 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.
- 5.4** Details of the applicable execution timeframes are available in the Account Conditions, on AIB Kiosk Banking, on the Website, or through our customer service helpline (our contact details are set out in the Contacting us section of these Conditions).

- 5.5** Details of the daily transactional limits which apply to the Banking Services and the maximum aggregate amount which you may transfer using the Banking Services including through AIB Kiosk Banking during any Business Day are available on the Website or through our customer service helpline (our contact details are set out in the Contacting us section of these Conditions).

- 5.6** Upon receipt of a proper and complete request from you for a Top-Up, AIB will debit the relevant Account and forward an electronic request to the relevant mobile network operator to provide a credit of the amount transferred for the benefit of the pre-paid mobile phone number nominated by you. We are not responsible for any delay by the mobile operator in providing the credit.

## 6 Our liability to you

- 6.1** While we will do what we reasonably can to make sure AIB Kiosk Banking is available to you in accordance with these Conditions, there may be circumstances in which that is not possible. We will not be responsible for any losses due to circumstances outside our reasonable control which mean we could not follow the Agreement despite our best efforts to do so (for example, a problem with a payment, settlement or clearance system, failure of or delay in the transmission of text messages and communications through any mobile phone network or failure of any other telecommunications network, labour dispute, or any acts or omissions of our agents or third parties). The Maintenance and Availability section of these Conditions also explains situations where Banking Services may not be available to you.

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

**6.2.1** you have not acted fraudulently; and

**6.2.2** you have acted fully in accordance with these Conditions (in particular the Availability and Security section of these Conditions) and your Account Conditions.

- 6.3** You shall have no claims against us and we shall have no liability to you:

**6.3.1** if we reasonably think you have acted fraudulently or unlawfully or due to your misuse or abuse of AIB Kiosk Banking

**6.3.2** if you do not comply with these Conditions or your Account Conditions, or due to your misuse or abuse of AIB Kiosk Banking;

**6.3.3** where your loss is due to any delay or refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions, your Account Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such delay or refusal is communicated to you or to others. This is described in more detail in the Payments from your Account section of these Conditions;

**6.3.4** if we exercise our right to process any transactions in progress on termination of these Conditions or on suspension or withdrawal of any of the Banking Services;

**6.3.5** where we 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;

**6.3.6** for information about third party products, policies or accounts which may be made available to you through AIB Kiosk Banking (more detail is available in the Information about third party products, policies and accounts section of these Conditions); or

**6.3.7** 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.

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 is due to an action by a third party.

- 6.4** Nothing in these Conditions 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** Nothing in the Agreement shall affect any of your statutory rights which apply to your use of AIB Kiosk Banking as a Consumer, except to the extent permitted by law.

## 7 Your responsibility to us

**7.1** It is important that you are aware that you also have responsibilities to us. By using AIB Kiosk Banking, you agree that:

**7.1.1** you will comply with your obligations under these Conditions;

**7.1.2** you, as Account Holder, are liable to pay all amounts owing on your Accounts, even if you do not comply with these Conditions or these Conditions are terminated or your ability to use AIB Kiosk Banking is suspended.

**7.2** If you do not comply with these Conditions, we can claim from you any losses or costs we reasonably incur (for example any costs in taking steps as a result of you not complying with these Conditions). In addition, we have the right to terminate these Conditions, and may have the right to terminate your Accounts.

**7.3** Where your Account is maintained in joint names the liability of the Account Holders will be joint and several. This means that any one, some, or all, of the joint Account holders can be held responsible to pay us any amount owed.

## 8 Information on Account Balances and Statements

**8.1** 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 (including by text message)) transactions processed or issued since close of business on the previous Business Day. 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.

**8.2** You should carefully examine the transactions recorded on your Account and any account information (including Account statements and balances) received by you, or any other information provided by us to you, through the Banking Services on a regular basis. Please contact us as soon as possible on our customer services helpline (our contact details are set out in the Contacting us section of these Conditions) or as described in your Account 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, you may not be able to get compensation for any loss you may have suffered. We will normally consider that there has been undue delay on your part if you do not 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.

## 9 eStatements and eFee Advices

**9.1** We may issue electronic statements ("eStatements") and/or electronic Fee Advices ("eFee Advices") on your Account through AIB Internet Banking. In some instances we may issue eStatements and/or eFee Advices only. Please refer to your Account Conditions for further information.

**9.2** If you receive eStatements and/or eFee Advices only, you may at any time request that we issue your next and subsequent statements and/or Fee Advices in paper form by post in addition to electronically. This may be done by following our procedures on AIB Internet Banking, by contacting our customer service helpline or by writing directly to us. The timeframe for restarting paper statements and/or Fee Advices will vary depending on how you contact us (our contact details are set out in the Contacting us section of these Conditions).

**9.3** Should you request a paper copy statement following issuance of an eStatement, a duplicate statement fee may be applied in accordance with the fees and charges applicable to your Account.

**9.4** You should regularly access the relevant section of the AIB Kiosk Banking service to check whether a new eStatement and/or eFee Advice is available. It is your responsibility to access eStatements and/or eFee Advices through AIB Kiosk Banking.

**9.5** We may at our discretion, at any time and for any reason, suspend your access to eStatements and/or eFee Advices during which time you may receive paper statements and/or Fee Advices by post.

Such suspension may be caused by circumstances beyond our control.

**9.6** If we issue eStatements and/or eFee Advices only for an Account and you remove that Account from AIB Internet Banking, we will issue paper statements and/or Fee Advices for that Account by post.

**9.7** References to statements and/or Fee Advices in the Account Conditions, in these Conditions or any other applicable conditions shall include references to eStatements and/or eFee Advices. For the avoidance of doubt, all provisions of the Account Conditions and these Conditions dealing with the provision of information apply equally to the issuance of eStatements and/or eFee Advices.

**9.8** AIB shall have no greater liability in respect of loss or damage suffered directly or indirectly arising out of, or in relation to, the provision by us and access by you of eStatements and/or eFee Advices than would be the case if you received paper statements and/ or paper Fee Advices only.

## 10 Information about third party products, policies and accounts

**10.1** From time to time, we may choose to provide or make available information about third party products, policies or accounts through AIB Kiosk Banking. If we do so, any information about those products, policies or services made available through AIB Kiosk Banking is in all cases subject to the terms and conditions of the third party, including any authorisation or consent you have agreed with or provided to the third party relating to the provision of such information through AIB Kiosk Banking.

**10.2** Any information which we provide or make available through AIB Kiosk Banking about third party products, policies or accounts will be provided to us by the third party and will be subject to the terms of your agreement with the third party. You will have no claim against us relating to accuracy or completeness of the information, and you rely on the information at your own risk and subject to your agreement with the third party.

**10.3** You should carefully examine any information about the third party products, policies and / or accounts which is accessed by you and report any errors or omissions to the third party as set out in your agreement with that third party.

**10.4** Any queries about the third party product, policy or account information made available through AIB Kiosk Banking should be directed to the third party as set out in your agreement with the third party.

## 11 Charges / Fees

**11.1** 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.

**11.2** We may from time to time alter our fees and charges and introduce new fees and charges. Changes will be notified to you in accordance with the Changes to these Conditions section of these Conditions.

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

**11.3.1** a Money 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 Money Transfer relates; and

**11.3.2** 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.

## 12 Termination of these Conditions and Withdrawal of AIB Kiosk Banking

**12.1** We may end these Conditions on two months notice to you. However, we may immediately end these Conditions and / or withdraw any Banking Services and / or AIB Kiosk Banking without notice if:

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

**12.1.2** you cease trading;

- 12.1.3** you are no longer, in our opinion, able to manage your financial affairs;
- 12.1.4** you die;
- 12.1.5** you materially breach these Conditions, your Account Conditions or any other agreement with us;
- 12.1.6** we reasonably believe that AIB Kiosk Banking has been used negligently, illegally or fraudulently by you, or by a third party as a result of your negligence or recklessness;
- 12.1.7** any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
- 12.1.8** we must do so in order to comply with any law; or
- 12.1.9** for any reason these Conditions becomes unenforceable or void.

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

- 12.2** The Agreement does not have a minimum or fixed duration and will continue to apply to the parties until it is terminated.
- 12.3** You can ask us to end these Conditions at any time by contacting us in accordance with the Contacting us section of these Conditions. However, if you have not accessed AIB Kiosk Banking for 12 months, or if you no longer have any Accounts which may be utilised to avail of the Banking Services, we will take it that you have ended the Agreement with us.
- 12.4** You will remain responsible for any unpaid amounts and amounts owing on your Accounts if these Conditions and/or any of the Banking Services are terminated. 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. Any right under the Payment Services Directive is explained in your Account Conditions.

### 13 Changes to these Conditions

- 13.1** We may change these Conditions from time to time (for example, because of changes in the banking system, industry guidance, law or regulation or for our own internal reasons such as improving or replacing a service or introducing new fees or charges for our services). Unless we are permitted by law or regulation to give you shorter notice we will tell you at least two months in advance of any change to these Conditions.
- 13.2** If you do not want to accept the change, you can stop using AIB Kiosk Banking before the change applies. You will need to tell us that you are ending these Conditions by contacting us in accordance with the Contacting Us section.
- 13.3** Unless we are required by law or regulation to tell you about a change in a particular way, we may notify by any means available to us at the time (for example, by email, text message, through AIB Internet Banking or by notice published in a national daily newspaper, by notice displayed prominently at our branches).

### 14 Complaints

- 14.1** 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.
- 14.2** If you wish to make a complaint about AIB Kiosk Banking and / or the Banking Services, 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, 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.
- 14.3** 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.
- 14.4** 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.

### 15 Use of Information and Confidentiality

- 15.1** For information about 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. Any personal

data provided to us by you will be provided in accordance with applicable data protection laws, and you will ensure all users are made aware of our data protection notice. Our data protection notice may change from time to time.

- 15.2** 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.
- 15.3** 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.

### 16 Intellectual Property

- 16.1** The data, information, systems, processes or other material used by or developed by us for the purposes of providing the AIB Kiosk Banking and the Banking Services or performing our obligations under the Agreement are protected by copyright and other forms of intellectual property rights, such as trade marks. This includes any software or firmware in devices provided by us and in any user guides or other information provided to you. All intellectual property rights shall belong to us or by the person who licenses it to us (if applicable) (our "licensor").
- 16.2** You have a limited personal right to use any software, firmware or devices provided by us exclusively in connection with this Agreement, and to print one copy of the contents of any AIB App through AIB Kiosk Banking for personal non-commercial use where this option is available to you on a Kiosk, for the purpose of receiving the Banking Services, as described in the Agreement and 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.
- 16.3** Before you can use any AIB Banking App, you will be required to accept any applicable terms and conditions from AIB or from the relevant application provider. .

### 17 Maintenance and Availability

- 17.1** From time to time it may be necessary, or desirable for security reasons, maintenance, upgrades or other reasons to:
  - 17.1.1** make certain or all of the Banking Services unavailable to you through AIB Kiosk Banking; and/or
  - 17.1.2** delay implementation of any new Banking Services; and/or
  - 17.1.3** withdraw, replace or reissue any Security Device, Debit Card and/or any other authorisation process; and/or
  - 17.1.4** change authentication procedures or processes for accessing AIB Kiosk Banking. While we will use reasonable endeavours to minimise any inconvenience caused to you, these events may occur and we have no liability to you if they do.

### 18 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 transfer or assign any of your rights or obligations under the Agreement. 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.

### 19 Severability

Each of the provisions of these Conditions shall be interpreted in a way that is valid under applicable law. If at any time any Conditions or any part of any Condition is held to be invalid or incompatible with applicable law, the remainder of the Conditions or Condition will remain valid and enforceable.

## 20 Waiver

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

## 21 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).

Unless otherwise stated in these Conditions, 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 the address set out above.

## 22 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.

## 23 Business Account Holders

**23.1** This Condition applies to business Account Holders only. For the avoidance of doubt, if you are an individual and use AIB Kiosk Banking both in your capacity as a Consumer and for the purposes of your business, trade or profession, this Condition only applies to you when you use are using AIB Kiosk Banking for the purposes of your business, trade or profession. It does not apply when you use AIB Kiosk Banking as a Consumer.

**23.2** 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.

**23.3** We shall not be liable for any loss which arises as a result of:

- 23.3.1** the non-availability, non-functioning or malfunctioning of AIB Kiosk Banking;
- 23.3.2** 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;
- 23.3.3** any failure by us to act in accordance with any instruction by you where there are insufficient funds in the relevant Account to effect to effect a transaction or if the transaction, if effected, would result in any applicable limits being exceeded;
- 23.3.4** 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;

**23.3.5** reliance upon any information received through AIB Kiosk Banking; or

**23.3.6** disclosure of information to unauthorised persons as a result of the transmission of such information electronically.

**23.4** 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.

**23.5** 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 gross negligence or where we have expressly agreed in these Conditions or in your Account Conditions that we will be liable to you. 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.

**23.6** 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.

**23.7** As a business Account Holder, some of the Banking Services may not be made available to you.

**23.8** 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 Governing Law and Jurisdiction

**24.1** The Agreement is governed by the laws of Ireland. If you live in an EU country other than Ireland, this will not affect your consumer protection rights under the law of the country in which you live.

**24.2** You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This Condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.

**24.3** If you are a Consumer, the jurisdiction of the Irish courts will be non-exclusive, and nothing in this Condition will affect your right to take or defend proceedings in Ireland or before the courts in the country in which you live.