

# Terms and Conditions for AIB Phone & Internet Banking

December 2018

## 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.

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

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

**Adviser Facility** means the facility available through AIB Phone Banking by which you may access and utilise certain (at our discretion) Banking Services with the assistance of a Customer Service Adviser.

**Agreement** means the agreement concluded between us and you for the purposes of receiving any of the Banking Services through AIB Phone & Internet Banking which consists of (1) the Registration Process(es); (2) these Conditions; (3) Security Policy; 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 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 Internet 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 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 Internet Banking** means any online system made available by us for approx. 20 hours a day to enable you to access and utilise certain (at our discretion) Banking Services via the internet and/or other internet technology-based telecommunication media by accessing the Website and/or any AIB Banking App.

**AIB Phone Banking** means the system provided by us to enable you to access and utilise certain (at our discretion) Banking Services for approx. 20 hours a day by telephone using the Self-Service Facility and/or the Adviser Facility by telephone.

**AIB Phone & Internet Banking** means AIB Phone Banking, AIB Internet Banking and/or AIB Top-Up Services.

**AIB Top-Up Services** means the services provided by us to you by allowing you to effect a Top-Up on your instruction using the Self-Service Facility, AIB Internet Banking and/or SMS Messages.

**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 Bankcentre, Ballsbridge, Dublin 4, and place of business at Bankcentre, Ballsbridge, Dublin 4. 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 Phone & Internet 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) apply for or access personal loan facilities; (g) access information in relation to the current value and other policy information in relation to Ark Life and Irish Life products/services purchased by you; (h) access balance and other statement information in relation to other AIB Group member products purchased by or provided to you; (i) use AIB Top-Up Services; and (j) 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 on AIB Phone Banking, the Website and/or any AIB Banking App.

**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 Internet 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 the Self Service Facility and/or AIB Internet Banking; or (ii) an Account using the Adviser Facility.

**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.

**Card Reader** means the device which may be issued to you by us for use together with your Debit Card for authentication purposes and to avail of (at our discretion) certain Banking Services.

**Code Card** means the card or device which may be issued to you by us for use with AIB Phone & Internet Banking for authentication purposes.

**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.

**Customer Service Adviser** means an employee or agent of AIB authorised to provide assistance to you in relation to your use of AIB Phone & Internet Banking.

**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.

**Fee Advice** means the detailed breakdown of the account fees charged to your account and provided to you 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 the relevant Account, including any international charges, whether accessed in Ireland or abroad.

**Inter Account Transfer** means the credit 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: (i) the Self-Service Facility and/or Adviser Facility; and/or (ii) AIB Internet Banking. Full details of countries within SEPA are available on our website, [www.aib.ie](http://www.aib.ie)

**Intra Account Transfer** means the credit transfer of funds by you: (i) 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 the Adviser Facility; or (ii) for the credit of any other Nominated Account and/or a Mandated Account which is made at the debit of a Nominated Account using the Self-Service Facility, Adviser Facility and/or AIB Internet Banking; or (iii) for the credit of any third party account maintained with AIB (other than a Mandated Account) which is made at the debit of a Nominated Account using the Self-Service Facility, Adviser Facility and/or AIB Internet 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 the Self-Service Facility, the Adviser Facility and/or AIB Internet Banking by accessing the Website and/or any AIB Banking App that permits such designation.

**Mobile Device** means a portable computing device capable of accessing the Banking Services through any AIB Banking App, to include but not limited to such devices that are wearable.

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

**My Messages** means the facility available to you through AIB Internet Banking which allows you to send messages to us and/or to receive and access messages sent by us or other AIB Group members to you.

**Nominated Account** means such of the Accounts as are designated by you for access through the Self-Service Facility, AIB Internet Banking, and/or AIB Top-Up Services.

**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 by the business Account Holder's nominated User in conjunction with the Registration Number.

**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.

**Registration Process(es)** means the process(es) which must be properly and fully completed by an Account Holder applying to us for the provision of Banking Services using AIB Phone & Internet Banking, including, but not limited to, application forms, online application forms and forms completed by you or by a Customer Service Adviser on your behalf, or information given to a Customer Service Adviser by you or, where applicable, registering any Mobile Device to use the Banking Services through an AIB Banking App.

**Registration Number** means the Registration Number allocated by us to you, including for business Account Holders where it has been allocated by us directly to that Account

Holder's nominated User, in connection with AIB Phone & Internet Banking, or the mobile phone number registered by you with us and used as the registration number in connection with AIB Top-Up Services.

**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 any Registration Number, PAC, Code Card, and/or a Card Reader generated code.

**Security Policy** means the Security Policy published on the Website and/or any AIB Banking App from time to time.

**Self-Service Facility** means the fully automated facility available to you in connection with AIB Phone Banking which enables you to access and utilise certain (at our discretion) Banking Services attaching to this facility.

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

**Top-Ups** means a transfer of an amount from a Nominated Account (other than an AIB Credit Card Account) to a mobile network operator (authorised by us from time to time) to pay for the provision of telecommunication services by that mobile network operator to a pre-paid mobile telephone effected using the AIB Top-Up Services.

**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) any Security Device is issued by us (if applicable) or where the Account Holder is a business (including a company), any person nominated by the Account Holder (in accordance with our procedures, such as our Registration Process(es) or using the Amendment of nominated User form) to use AIB Phone and Internet Banking on its behalf.

**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 Account Holder and/or the User and your personal representatives and successors and where appropriate includes any joint Account Holder or 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 Bankcentre, Ballsbridge, Dublin 4. 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 Phone & Internet Banking

### 1 Interpretation

- 1.1 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, 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 Banking 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 Phone & Internet 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 Phone & Internet 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
  - 2.3.1 The Registration Number and PAC will be generated during the Registration Process (and the Code Card or Card Reader, if requested, will be provided by us directly to you). You must not disclose any details of any Security Device, whether directly or indirectly, to any third party except for the purposes of Condition 4 and except, in the case of a business, where that third party is the Account Holder's nominated User. For the avoidance of doubt, you must never disclose your PIN to any third party.
  - 2.3.2 Should you know or think it possible that your Registration Number and/or PAC has become known to any other person other than in the circumstances set out in Condition 2.3.1, you must change your PAC as soon as possible through AIB Phone Banking or AIB Internet Banking. You should also notify us as per Condition 2.3.9.
  - 2.3.3 Should you know or think it possible that the Code Card or details on it has/have been disclosed to any other person (including for the avoidance of doubt, in the case of business Account Holders to any person in the business other than that Account Holder's nominated User) (other than us) you must cancel the Code Card as soon as possible by contacting our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).
  - 2.3.4 The Card Reader identifies you by means of your Debit Card and as such a Card Reader can be shared by Users. The Card Reader is used with

any Debit Card issued to you in conjunction with AIB Phone & Internet Banking for authentication purposes and to avail of Banking Services. Should you know or think it possible that details of your Debit Card and/or PIN has/have been disclosed to any other person you must immediately contact us in accordance with your Debit Card Terms and Conditions of Use.

- 2.3.5 You must disconnect and exit AIB Internet Banking when not using the Banking Services.
- 2.3.6 You should disable any function on your AIB Internet Banking that could allow another person to view your Account balance if you share your Mobile Device for any purpose whatsoever. You also acknowledge that your Account balance may be visible on your Mobile Device, where such a Mobile Device is wearable, for a short period of time after you view it.
- 2.3.7 You must keep all Mobile Devices secured and before you replace or dispose of a Mobile Device, you must ensure that Mobile Device is no longer registered to use Banking Services through an AIB Banking App and delete any AIB Banking App from that device.
- 2.3.8 You should immediately delete any SMS Message sent or received by you in connection with the Banking Services and/or the Registration Process(es) which contains reference(s) to or details of any Security Device.
- 2.3.9 You must tell us as soon as possible on becoming aware of the loss, theft or misappropriation of any Mobile Device and/or 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). 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.
- 2.3.10 You should check the transactions recorded on your Account online 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) 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.
- 2.3.11 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.

## 3 Payments from your Account

- 3.1 You authorise us to act upon any instruction to debit an Account received through AIB Phone & Internet 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 Phone & Internet 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.

- 3.2** 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 AIB Internet Banking, the Website or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).
- 3.3** Entries in an Account in respect of Bill Payments, Money Transfers and Top-Ups will 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.
- 3.4** We may refuse to execute a transaction if we have legitimate reasons not to, for example:
- 3.4.1** you have not authorised the transaction in accordance with Condition 3.2;
  - 3.4.2** we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
  - 3.4.3** you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;
  - 3.4.4** 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
  - 3.4.5** any of the circumstances specified in Condition 12 occur.
  - 3.4.6** 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.
- 3.5**
- 3.5.1** You must ensure that all instructions given by you to us through AIB Phone & Internet 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 Phone & Internet 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 Phone & Internet

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 for any delay or error which arises from incomplete, unclear, inconsistent and/or mistaken instructions which you give to us.

- 3.5.2** 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.
  - 3.5.3** 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 through AIB Phone & Internet Banking.
  - 3.5.4** We are authorised to provide to you any or all of the Banking Services which may be accessed and availed of through AIB Phone & Internet Banking in accordance with your instructions given to us through AIB Phone & Internet Banking.
- 3.6** 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 Phone & Internet Banking.
- 3.7** 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.
- 3.8** We may, but are not be 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 Third Party Providers**

You may consent to the following third parties accessing your Account online (for example, to make payments or to obtain information about balances or transactions on your Account):

- 4.1.1** third parties listed on our website ([www.aib.ie](http://www.aib.ie)) as being fully approved by us; or
  - 4.1.2** third parties that are appropriately registered or authorised as "Account Information Service Providers" and/or "Payment Initiation Service Providers" in accordance with PSD2. For further information, you should check with the Central Bank of Ireland.
- 4.2** If you consent to a third party accessing your Account online that is not approved by us or appropriately registered or authorised in accordance with Condition 4.1, we will not be liable for any loss you suffer as a result.

**4.3** Before you consent to a third party accessing your Account online, you should inform yourself as to the degree of access you are consenting to, what Account information that third party will have access to and how your Account information will be used and who it may be passed to.

**4.4** Where you consent to a third party accessing your Account online in accordance with this Condition 4, the following applies:

**4.4.1** the third party cannot access your Account if our AIB Internet Banking service is unavailable. Please see Conditions 19 and 20 for more information;

**4.4.2** the third party will have access to the same information in relation to your Account as you would if you were to access the Account on AIB Internet Banking. Please see Condition 8 for more information;

**4.4.3** you are usually entitled to withdraw such consent but this may not be always be possible (for example, where we have started to process a payment, you cannot withdraw your consent to initiate that payment). To withdraw your consent, you must follow our procedures as well as those of the third party and, if you have any concerns in relation to the security of your Account, you must contact us without undue delay in accordance with Condition 2;

**4.4.4** to the extent permitted by law or regulation and subject to any right to refund you may have under your Account Conditions, we are not responsible for anything that the relevant third party does or does not do (for example, if they suspend or terminate your use of their service) or for any resulting losses. We are also not responsible for, or a party to, any agreement that you enter into with any relevant third party. You should make sure that you read and comply with such agreement or other policies and obligations and this Agreement will continue to apply (for example, the third party may charge you fees in relation to your use of their service and such fees will be in addition to any fee we may charge).

**4.5** Where we consider it appropriate, we may deny any third party access to your Account online for any valid reason (for example, for the prevention of fraud, money laundering or terrorism). Where we do so, we will let you know either in writing, via AIB Internet Banking (for example, in your payment logs or My Messages), over the phone or by email. Where possible, we will tell you our reason(s) for doing so, unless restricted by law or security reasons.

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

**5.1** 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.

**5.2** 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 6 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.

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

**6.1** 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 AIB Internet Banking, the Website or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions). 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.

**6.2** 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.

**6.3** Details of the applicable execution timeframes are available in the Account Conditions, on AIB Internet Banking, on the Website, or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

**6.4** Upon receipt of a proper and complete request from you for a Top-Up, AIB will debit the Nominated Account within a matter of minutes subject to mobile service provider availability 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.

**6.5** 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, Top-Ups and/or otherwise) during any Business Day are available on the Website, the relevant AIB Banking App or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

## **7 Our liability to you**

**7.1** 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.

**7.2** If you suffer fraud through AIB Phone & Internet Banking, we will refund you the full amount taken fraudulently from your Account, provided that:

**7.2.1** you have not acted fraudulently;

**7.2.2** you have acted fully in accordance with these Conditions (in particular Condition 2) and your Account Conditions; and

- 7.2.3** you keep your computer and/or where appropriate your Mobile Device security software (e.g. anti-virus, anti-spyware and firewall software) up to date and run regular security scans.
- 7.3** We will have no liability to you for any loss suffered by you where:
- we reasonably think you have acted fraudulently and we notify the relevant national authority of this; and/or
  - you have fraudulently, intentionally or with gross negligence:
    - failed to keep safe or not used any Security Device and/or Mobile Device in accordance with these Conditions or any terms and conditions applicable to it; and/or
    - failed to tell us in accordance with Condition 2.3.9 about the loss, theft or misappropriation of any Security Device and/or Mobile Device).
- 7.4** Nothing in this Condition 7 will stop us being responsible for your loss if:
- 7.4.1** we act fraudulently, with gross negligence or such loss is as a result of our wilful misconduct; or
- 7.4.2** law or regulation does not allow us to exclude or limit liability.
- 7.5** 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.
- 7.6** 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.
- 7.7** 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. 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.
- 8 Information on Account Balances and Statements**
- 8.1** You acknowledge that any Account balance quoted through AIB Phone & Internet 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 via SMS Message)) 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.
- 8.2** You should carefully examine any account information 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.

## **9 eStatements and eFee Advices**

- 9.1** We may issue electronic statements (“**eStatements**”) and/or electronic Fee Advices (“**eFee Advices**”) on your Account via AIB Internet Banking. In some instances we may issue eStatements and/or eFee Advices only.
- 9.2** Where your Account is a joint Account, you may not be eligible to receive eStatements and/or eFee Advices.
- 9.3** For certain Accounts and where applicable, you may at any time ask us to stop issuing paper statements and/or paper Fee Advices and issue eStatements and/or eFee Advices instead. You can do this by either choosing that option on AIB Internet Banking or we may switch to issuing eStatements and/or eFee Advices only. If you choose to do so or we switch you, we will no longer issue paper statements and/or paper Fee Advices to your postal address and the next statements and/or Fee Advices will issue electronically only. You may switch back at any time by following our procedures.
- 9.4** 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).
- 9.5** 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.
- 9.6** You may not receive any notification (either electronic or postal) that an eStatement and/or eFee Advice is available to view. You should regularly access the relevant section of the AIB Internet 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 online.
- 9.7** Upon accessing any eStatement and/or eFee Advice on AIB Internet Banking, the eStatement and/or eFee Advice will be displayed in a separate session window. This means that when you close AIB Internet Banking, the eStatement and/or eFee Advice will remain on your screen unless this is also closed by you. You must close this session window and not leave it open to view by, or be in any way accessible to, third parties. You must not save an eStatement or eFee Advice on any device which is not your own.
- 9.8** eStatements in relation to an AIB Credit Card Account and all other eStatements and eFee Advices will be stored by us and available to view for a minimum of 12 months and a maximum of seven years from the date they become available. You should print, save or otherwise store your eStatements and/or eFee Advices if you wish to be able to view them outside these timeframes.
- 9.9** Should any of your Accounts be closed or should this Agreement be terminated, you will no longer be able to view your eStatements and/or eFee Advices online in PDF form. It is your responsibility to print, save or otherwise store your eStatements and/or eFee Advices if you wish to be able to view them in these circumstances.

**9.10** 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.

**9.11** 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.

**9.12** You agree that 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.

**9.13** You agree that 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 on Allied Irish Banks, p.l.c., AIB Leasing Limited (both trading as AIB Finance & Leasing) ArkLife Account Information and Irish Life Account Information**

**10.1** For the purposes of this Condition 10 Allied Irish Banks, p.l.c. and AIB Leasing Limited shall be collectively referred to as 'AIB Finance & Leasing'.

**10.2** You acknowledge and accept that account balance information on accounts with AIB Finance & Leasing quoted through AIB Phone & Internet 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 Phone & Internet Banking.

**10.3** You acknowledge and accept that the policy information in relation to your Ark Life and/or Irish Life products quoted through AIB Phone & Internet 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 Phone & Internet Banking.

**10.4** 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 and/or Irish 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.

## **11 Charges/Fees**

**11.1** Subject to Condition 11.4, where a fee is applicable to any of the Banking Services provided through AIB Phone & Internet Banking that fee shall be charged at the appropriate rate specified in the Fees and Charges Booklets.

**11.2** 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 13.

**11.3** In relation to any SMS Message(s) sent by us (at our absolute discretion) in connection with the Banking Services (the "Text Banking Services"), separate mobile network charges may apply and you are advised to refer to the mobile network operator that you are using, for further details relating to the cost of sending or receiving SMS Messages. You acknowledge and agree that, while we shall endeavour to make the Text Banking Services available to you, in the event of the Text Banking Services being unavailable you may still be charged for SMS Messages sent by you for the purposes of requesting or using the Text Banking Services.

**11.4** You are also responsible for any third party costs or fees and charges which may apply in relation to the means used by you to access AIB Phone & Internet Banking (for example, a mobile phone or internet) or the use of their services.

## **12 Termination of the Agreement**

**12.1** We may end the Agreement on giving two months' notice to you. However, we may immediately end the Agreement and withdraw any Banking Services without notice:

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

**12.1.2** if you cease trading;

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

**12.1.4** if you die;

**12.1.5** if you materially breach this Agreement or any other agreement with us;

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

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

**12.1.8** 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;

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

**12.1.10** 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.

**12.2** The Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated.

**12.3** You can ask us to end the Agreement at any time by contacting us in accordance with the 'Contacting us' section. However, if you have not accessed Phone & Internet 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. You remain liable for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

**12.4** 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.

- 12.5** 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.
- 12.6** 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.
- 13 Variation of the Agreement**  
These Conditions can be amended in the same manner as the Account Conditions.
- 14 Notices**
- 14.1** 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 addressed to AIB, AIB Phone Banking, P.O. Box 24, Naas, Co. Kildare.
- 14.2** 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 a notice provided to you by post, email, text message, through our online banking services (such as accessing AIB Internet Banking (including through My Messages)), by recorded message by accessing AIB Phone Banking, by SMS Message through AIB Top-Up Services, on our Website, published in a national daily newspaper or displayed in one of our branches.
- 15 Complaints**
- 15.1** 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.
- 15.2** 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.
- 15.3** 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.
- 15.4** 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.
- 16 Use of Information and Confidentiality**
- 16.1** 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.
- 16.2** 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 (with the exception of you choosing to give your Registration Number and PAC to a third party in accordance with Condition 4), shall not be disclosed by you to any third party unless it is already in the public domain.
- 16.3** 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.
- 16.4** We are entitled to, but not obliged, to record all communications from, or instructions given by you to us, or messages sent by us to you through AIB Phone & Internet Banking.
- 17 Intellectual Property**
- 17.1** 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.
- 17.2** 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.
- 17.3** Without prejudice to the generality of Condition 17.2, you must use any AIB Banking App in accordance with the terms and conditions of the licence under which it can be downloaded from the relevant software application distributor.
- 17.4** Save where otherwise specified, the intellectual property rights and contents of the Website and any AIB Banking App are owned by us or our licensors. Reproduction of part or all of the contents of the Website and/or any AIB Banking App in any form is prohibited without our prior consent, other than that you may print or download one copy of the contents of the Website and/or any Banking AIB App for personal non-commercial use.
- 18 Roaming**  
If you use AIB Top-Up Services and/or AIB Internet Banking:
- 18.1** whether or not you will be entitled to avail of any Banking Services outside of Ireland which require you



and/or us to send any SMS Message(s) will depend on the service provided by the relevant mobile network operator;

**18.2** you hereby acknowledge and accept that specific, separate charges may be charged by the mobile network operator where you use AIB Top-Up Services and/or AIB Internet Banking outside of Ireland; and

**18.3** you are advised to refer to your mobile network operator for further details and for details of charges which apply to the sending and/or receiving of SMS Messages and/or to the transmission or receipt of data via AIB Internet Banking.

## **19 Temporary Withdrawal of Service**

**19.1** In the event of a breakdown, fault or malfunction of, or connection to, any system used in connection with AIB Phone & Internet 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 Phone & Internet Banking for such reasonable period as may be required to remedy, address or resolve the system issue.

**19.2** 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, failure of or delay in the transmission of SMS Messages via any mobile phone network 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.

## **20 Security, Maintenance and Availability**

**20.1** You accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media 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.

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

- 20.2.1** make certain or all of the Banking Services unavailable to you; and/or
- 20.2.2** delay implementation of any new Banking Services; and/or
- 20.2.3** withdraw, replace or reissue any Security Device, Debit Card and/or any other authorisation process; and/or
- 20.2.4** change authentication procedures or processes for accessing AIB Phone & Internet 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 Phone & Internet Banking then, notwithstanding Condition 13

we may introduce these procedures by giving instructions to you via the AIB Phone & Internet Banking system in respect of which such procedures are being introduced.

**20.3** You acknowledge that the Banking Services may not be available during the period from 03.00 to 07.00 hours Irish Standard Time.

**20.4** You further acknowledge that in respect of certain Accounts we may make some Banking Services unavailable to you for particular periods (other than for the reasons outlined in Conditions 20.2 and 20.3 above). Where this is the case, we will endeavour to set out any possible periods of unavailability in the account balance screen for that Account in AIB Internet Banking.

## **21 Equipment**

The equipment necessary for you to access AIB Phone & Internet Banking and replacement batteries for your Card Reader (if required) and replacement Card Reader (if applicable) must be provided by you and be maintained by you and at your expense and we may change the requirements for such equipment from time to time.

## **22 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 Phone & Internet 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.

## **23 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.

## **24 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).

## **25 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.

## **26 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).

Our address is:  
AIB, AIB Phone Banking, P.O. Box 24,  
Naas,  
Co. Kildare.

AIB Phone & Internet Banking: You may contact our customer service helpline on 0818 724 724 or if you are calling from abroad on + 353 (0)818 724 724 or +353 (0) 1 771 24 24

AIB Internet Banking Helpdesk: You may also contact our AIB Internet Banking Helpdesk at 1890 24 20 00 in the event that you require urgent assistance in resolving a difficulty encountered in relation to AIB Internet Banking and/or information generally in relation to AIB Internet Banking. You can also visit [www.aib.ie](http://www.aib.ie) for information.

## 27 Contacting you

Where we are allowed by law, we may contact you in a variety of ways, such as in person, using our Internet Banking service (including through My Messages), by post, electronic or telecommunication means or any other way available to us.

## 28 Business Users

**28.1** The following provisions of this Condition 28.1 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 28.1 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:

**28.1.1** 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 7.2 applies.

**28.1.2** 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 Phone & Internet Banking;
- (b) any corruption of data, any breakdown, interruption or errors caused to your software or hardware as a result of using AIB Phone & Internet Banking;
- (c) 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 Phone & Internet Banking;
- (d) any failure by you to use AIB Phone & Internet Banking in accordance with the Agreement or your misuse or abuse of AIB Phone & Internet Banking;
- (e) 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;
- (f) 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;
- (g) reliance upon any information received through AIB Phone & Internet Banking; or

(h) disclosure of information to unauthorised persons as a result of the transmission of such information electronically.

**28.1.3** 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.

**28.1.4** 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 7.2 and/or 7.3 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.

**28.1.5** We do not make any representations or warranties to you concerning AIB Phone & Internet 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 Phone & Internet Banking.

**28.1.6** 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.

**28.1.7** As a business Account Holder, you acknowledge and agree that you are solely responsible, without limitation, for:

- (a) selecting, appointing and ensuring the suitability and integrity of your nominated User;
- (b) the actions or omissions of your nominated User;
- (c) ensuring that your nominated User has read, understood and complies with the Agreement and complies with all local laws and regulations in using AIB Phone & Internet Banking; and
- (d) ensuring in the event your nominated User changes, you effect a change to your PAC in accordance with Condition 2 and that the new PAC is not disclosed to any person other than your new nominated User.

**28.1.8** As a business Account Holder that is a company, you acknowledge and agree that any change in the identity of the person authorised to act as your nominated User must be notified to us by sending us a completed "Amendment of nominated User" form. Until such time as the correctly completed "Amendment of nominated User" form has been processed by us and the new nominated user has changed the relevant Registration Number and PAC, you acknowledge the previous nominated User may have access to your Account via the Banking Services.

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

**28.1.10** For the avoidance of doubt, as a business Account Holder, you irrevocably and unconditionally authorise us to act upon all instructions and authorisations in relation to AIB Phone & Internet Banking (including the Banking Services accessed through AIB Phone & Internet Banking) sent to us by your nominated User.

**28.2** For the avoidance of doubt, the provisions of Condition 28.1.1 shall not form a part of the Agreement between us and any party using AIB Phone & Internet Banking as a Consumer, and nothing in Condition 28.1 shall in any way affect the interpretation of any other provision of an Agreement between us and any party using AIB Phone & Internet Banking as a Consumer. If you are an individual and use AIB Phone & Internet 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.

**28.3** Nothing in the Agreement shall affect any of your statutory rights in relation to your use of AIB Phone & Internet Banking as a Consumer, except to the extent permitted by law.

## **29 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.