#### VoP Portal: Terms of Use

- 1.1 Access to the VoP Portal is governed by the Terms of Use. These Terms of Use are important and are for the protection of both you and AIB.
- 1.2 Please take the time to read the terms and conditions carefully. All defined terms should be given the meaning provide in the Definitions section below.
- 1.3 These Terms of Use are effective from 6 October 2025.

#### 2. About us

2.1 AIB is registered in Ireland under company number 24173. We have our registered address at 10 Molesworth Street, Dublin 2. We are a credit institution regulated in Ireland by the Central Bank of Ireland.

## 3. **About SurePay**

- 3.1 The VoP Portal is provided by our service provider, SurePay, on our behalf.
- 3.2 SurePay provides VoP services to banks and payment service providers. SurePay is registered in the Netherlands under Company number 77251733, and has its registered address at Nicolaas Beetsstraat 222, 3511 HG, Utrecht, Netherlands.

#### 4. What is the VoP Portal?

- 4.1 As part of our obligations under the EU Instant Payments Regulation, we provide you with the option to conduct VoP checks on Payment Files. The purpose of VoP is to help prevent you from sending funds to the wrong account due to errors or fraud.
- 4.2 The VoP Portal provides you with a mechanism to conduct VoP checks. The VoP Portal is owned and operated by SurePay.
- 4.3 The VoP Portal is offered to you over the internet. Your profile on the VoP Portal is delivered to you via the email address you provide to AIB and the password you create upon registration to the VoP Portal.
- 4.4 The VoP Portal helps you to confirm that payees' names match each payee's account details, even when there are multiple payees in Payment Files. The receiving bank(s) confirms these details. The VoP Portal alerts you if a payee's name and account details do not match. Irrespective of the VoP result, at your own risk, you can choose to continue to submit the Payment Files for processing. If the VoP result indicates the details do not match, or a match is not possible, and you authorise the Payment Files, we may not be able to recover the funds if the payment goes to an unintended recipient. If you decide to authorise a payment when the check shows the payee's name is incorrect or cannot be checked, we may not be responsible for any loss.
- 4.5 You can choose, at your own risk, to opt-out of conducting a VoP check on Payment Files using the VoP Portal.
- 4.6 The VoP Portal is only to be used to conduct VoP checks on Payment Files that are processed by us.
- 4.7 For more information on the VoP Portal, please see our FAQs at www.aib.ie.

## 5. Acceptance of these Terms of Use

- 5.1 By registering for and/or accessing or using the VoP Portal, you acknowledge that you have read and understand these Terms of Use and you accept and agree to be bound by them, on your own behalf and/or on behalf of the Account holder.
- 5.2 These Terms of Use are an agreement between you and us covering your access to and use of the VoP Portal. They are supplemental to, but do not replace or alter, any other terms and conditions that relate to your Account.
- 5.3 These Terms of Use and any other the terms and conditions applicable to your Account shall be read together and construed consistently. To the extent of any conflict or inconsistency between them, the other terms and conditions relating to your Account shall prevail.

## 6. Our obligations to you

- 6.1 We will take all reasonable steps to make sure that the VoP Portal is provided to you by SurePay in an efficient and timely manner.
- 6.2 The VoP Portal may be temporarily suspended in the event of breakdown, error, defect or malfunction of any part of the VoP Portal, and where we in our absolute discretion are of the view that there is a security issue (a "Suspension Event"). You accept and acknowledge that a Suspension Event is a possibility and that your use of our service may be limited accordingly.

# 7. Your obligations to us

- 7.1 You have the right to use the VoP Portal only for the purposes set out in these Terms of Use. You may not copy, save, transfer, distribute or otherwise make available to the public any part of the VoP Portal except as expressly allowed in these Terms of Use.
- 7.2 You have the right to browse and use the VoP Portal and any material contained in it and download the content onto your equipment for the purposes agreed in these Terms of Use.
- 7.3 VoP checks will typically be available within an hour for files that contain up to 100,000 payees. However, during peak processing times, it could take up to 24-48 hours for the VoP check to be conducted on Payment Files. You must ensure you allow sufficient time for the VoP process to be completed.
- 7.4 You agree not to save, download or any other way use or insert into the VoP Portal material which:
  - (a) is in breach of any laws, regulations, or other provisions;
  - (b) violates good manners, privacy, publicity or any other rights of others;
  - (c) would be obscene, indecent, discriminatory, abusive or defamatory; and/or
  - (d) infringes intellectual property rights of any third parties.
- 7.5 You shall also use the VoP Portal in a manner that does not cause harm to AIB, SurePay, other users or third parties.
- 7.6 It is your responsibility:

- (a) to make sure that you are technically able to avail of the VoP Portal;
- (b) to comply with any applicable laws and regulations in force in the jurisdiction where you access or use the VoP Portal; and
- (c) to ensure that you understand and comply with these Terms of Use, which may be amended from time to time.
- 7.7 In addition, it is your responsibility to make sure that all instructions or authorisations given by you are clear, accurate, correct and complete, and that any person who is authorised by you to use the VoP Portal on your behalf does so in accordance with these Terms of Use.
- 7.8 You must carefully examine any information provided by you through the VoP Portal. You must notify us if you become aware of:
  - (a) any failure or delay in carrying out verifications through the VoP Portal;
  - (b) any known or suspected error, misuse or fraud in or affecting the use of the VoP Portal;
  - (c) any programming error, defect or corruption of the VoP Portal;
  - (d) any incorrect information provided as part of the VoP Portal; and/or
  - (e) any loss, misuse of, or breach of security or confidentiality in respect of the VoP Portal.

## 8. Username, password, and security

- 8.1 The use of the VoP Portal requires a username and/or a personal password and/or other user identification method as specified and approved by SurePay (hereinafter referred to as "**User ID**"). Your User ID requires your valid email address for generating the username. It is your obligation to keep your User ID secure.
- 8.2 You may not assign or transfer your User ID to a third party nor allow a third party to use the VoP Portal with your User ID. You must keep the personal password required for the use of the VoP Portal secret and not disclose it to anyone else. If a third party has obtained, or you have a reason to believe that a third party has obtained your password, you must immediately inform us. You are responsible for any actions taken by using your User ID until you have informed us and we have had a reasonable time to prevent the use of the VoP Portal with your User ID.
- 8.3 It is your responsibility to keep any device or authentication tool you use to access the VoP Portal (including but not limited to mobiles, computers, laptops and authentication apps) secure.

### 9. **Data Protection**

- 9.1 When you upload a Payment File to the VoP Portal it will include personal data in relation to any people to whom you wish to make a payment. The transfer of this personal data from you to us will operate on a controller-to-controller basis. When we provide you with the results of the VoP check, this will also operate as a controller-to-controller transfer. We do not act as your processor in connection with VoP, and we are not acting as joint controllers with you.
- 9.2 We will process personal data that we receive as part of a VoP check for the purposes of providing the VoP check. We may also process it for the purposes of security checks and to

- ensure compliance with applicable laws and regulations. SurePay acts as our processor when providing the VoP check.
- 9.3 You must ensure that you comply with your obligations under data protection law when uploading payment files to the VoP Portal, including but not limited to transparency and data minimisation. This means that you should tell data subjects that you will share their personal data with us, and you should make sure that you only include the minimum personal data that is required in order to undertake the VoP check.
- 9.4 For more information in relation to how we hold, process and disclose personal data please see our data protection notice which is available on our website and in our branches.

# 10. **Intellectual Property**

- 10.1 The copyrights, trademarks, patents and other intellectual property rights in and to the VoP Portal and any SurePay content are and shall remain the property of either AIB, SurePay or their respective licensors. This shall, however, not include any visual, written or other form of data, information or material of you or any third party that are, uploaded to, transferred through, processed or otherwise submitted into the VoP Portal by you or a third party. Such data, information or material shall be and remain the property of you or such third party.
- 10.2 You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying ideas, algorithms or know-how of the VoP Portal or any of its deliverables.

## 11. No Fees or Charges for the VoP Portal

11.1 We do not charge you any fees for using the VoP Portal.

## 12. Liability

- 12.1 Subject to all applicable laws, our liability to you for any Loss arising from or in connection with these Terms of Use shall be limited to the amount of your actual direct Loss, to the extent attributable to any negligence, wilful default or fraud for which we are responsible.
- 12.2 It remains your responsibility to comply with these Terms of Use and to properly review information entered into the VoP Portal, as well as the results from the VoP Portal. It is your responsibility to gauge the necessary time for processing through the VoP Portal, which may take more or less time depending primarily on the number of verifications conducted. It is your responsibility to decide whether you conduct a VoP check or not.
- 12.3 As the VoP Portal is provided by SurePay, we have limited control of the VoP Portal. Accordingly, we cannot guarantee the performance, quality and accuracy of the VoP Portal, or the confidentiality or security of the verifications. SurePay may block, restrict, suspend, or terminate your use of the VoP Portal without reference to us.
- 12.4 We make no representations or warranties in relation to the operation of the VoP Portal. We cannot prevent any errors, omissions or delays in the verifications. The information provided to you as part of the VoP Portal should not be taken as conclusive evidence of the accuracy and completeness of any VoP.
- 12.5 The VoP Portal website may contain links to websites and material owned, administrated or maintained by third parties. We accept no responsibility for any such websites or materials made available on such websites.

- 12.6 In particular, subject to all applicable laws and paragraph 12.1 above, we accept no liability for any Losses in the event:
  - (a) of delay or failure relating to the VoP Portal which is caused by circumstances beyond our reasonable control, despite our best efforts;
  - (b) that Losses are suffered by you as a result of your reliance on information received through your use of the VoP Portal or your decision not to use the VoP Portal;
  - (c) of 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 or your use of the VoP Portal;
  - (d) of any failure by you to use the VoP Portal in accordance with these Terms of Use or your misuse or abuse of the VoP Portal;
  - (e) of any Losses you may suffer due to providing incorrect information to us or SurePay; and/or
  - (f) of disclosure of information to unauthorised persons as a result of the transmission of information electronically.
- 12.7 Nothing in these Terms of Use limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.

## 13. Termination or Limitation of Access

- 13.1 We reserve the right to terminate or limit your access to the VoP Portal in the event that you breach these Terms of Use, we are required to do so by law, in the event of a change in service provider, in the event of your insolvency or similar serious circumstances where we consider in our discretion that it is appropriate to terminate or limit your access.
- 13.2 As far as possible, we shall provide reasonable notice to you in advance of termination or limitation. However, there could be rare circumstances which would require us to immediately terminate these Terms of Use and temporarily suspend or withdraw access to the VoP Portal without notice, for example in the event of a cyber-attack.
- 13.3 Due to a limited number of licenses available for the use of the VoP Portal, we reserve the right to remove any licences that are not used if, for example, you have multiple licences. As far as possible, we shall provide reasonable notice to you in advance of removing any licences and will endeavour to ensure you retain access to enough licences to continue to have access to the VoP Portal.

## 14. Changes to Services and to these Terms of Use

- 14.1 From time to time, we may specify particular terms and conditions in respect of all or any categories of customers for the use by customers of the VoP Portal. This may include special limits on use of the VoP Portal by a customer in any specific period. Details of any such terms and conditions applicable from time to time will be notified to customers in accordance with these Terms of Use.
- 14.2 In addition, we may update these Terms of Use from time to time, for example:
  - (a) to reflect changes in relevant laws and regulatory requirements;

- (b) to make minor technical adjustments and improvements, for example to address a security threat; and/or
- (c) to comply with the VoP Rulebook or to otherwise align with what we consider to be good practice in the financial sector relating to VoP checks.

As far as possible, we shall provide reasonable notice to you in advance of such changes.

## 15. **Dispute Resolution**

- 15.1 If you have a complaint about the use of the VoP Portal, please let a member of staff know, giving them the opportunity to put things right as quickly as possible.
- 15.2 In the event of a dispute, you and we will act in good faith to attempt to resolve the dispute in a reasonable time. This shall include, where appropriate, mediation.
- 15.3 In the event of a dispute regarding your use of the VoP Portal, our records may be used as evidence for the purposes of resolving such dispute.

## 16. **Governing Law**

16.1 These Terms of Use shall be governed by and interpreted in accordance with the laws of the Republic of Ireland, and we and you each submit irrevocably to the exclusive jurisdiction of the Irish courts for the resolution of disputes arising out of or in connection with these Terms of Use.

#### 17. Contact Us

17.1 You can contact iBB Customer Support Team using the contact details provided on our website, <a href="www.aib.ie/ibb">www.aib.ie/ibb</a>. You can also contact us by post at AIB, iBusiness Banking, Unit 33 Blackthorn Road, Sandyford Business Park, Dublin D18 E9T3.

## 18. **Definitions**

The following terms and expressions are defined in these Terms of Use:

"Account" means any accounts in your name, whether in sole or joint names, with us or any of our subsidiaries, or associated companies.

"AIB", "we", "us" or "our" means Allied Irish Banks, p.l.c., our successors and assigns.

"EU Instant Payments Regulation" means Regulation 2024/886 of the European Parliament and of the Council of 13 March 2024 amending Regulations (EU) No 260/2012 and (EU) 2021/1230 and Directives 98/26/EC and (EU) 2015/2366 as regards instant credit transfers in euro.

"Loss" or "Losses" means any loss, damages, charge, cost, payment or expense, including any loss, damages, charge, cost, payment or expense arising out of a claim by a third party.

"Payment Files" means bulk (or potentially single in limited circumstances) electronic payment services that we provide to you which are processed in accordance with the Single Euro Payments Area ("SEPA") rules or the rules of any other applicable payment processing system (including those associated with non-euro denominated transactions).

"Service" means the services provided to you described in these Terms of Use.

"SurePay" means SurePay B.V., its successors and assigns.

"**Terms of Use**" means the terms and conditions described in this document which govern the use of the VoP Portal.

"User ID" means a username and/or a personal password and/or other user identification method utilised for login as specified and approved by SurePay.

"Verification of Payees" or "VoP" means the process of checking a payee's information, providing the result of the check to the payer, and asking whether the payer wants to go ahead with the payment instruction.

"VoP Rulebook": means the applicable rules and guidance set by the European Payments Council governing notification content and presentation for Verification of Payee outcomes, as updated from time to time.

"you", "your" or "customer" means (a) the person who holds the Account; and/or (b) a user or other third party authorised on your behalf, including your personal representatives and successors, and where appropriate, any joint Account holders.