

# AIB VISA Card - Terms & Conditions of Use

The use of your Card is governed by these Terms and Conditions. When you use your Card you are deemed to have accepted these Terms and Conditions.

## DEFINITIONS

### In these terms and conditions:

**Account** means the card account kept by us in the name of the Principal Cardholder in which debits and credits in respect of Transactions are recorded.

**Additional Cardholder** means a person who has been authorised in accordance with Condition 21 to effect Transactions on the Account.

**Agreement** means this agreement (and Conditions) between the Principal Cardholder and us for the opening of an Account and the issue of a Card and incorporates the application form and each card carrier (a confidential mailing slip or cover containing instructions regarding authentication and security and the current Credit Limit), all fees and charges booklets and schedules and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

**AIB Visa Card** means all AIB Visa Corporate and Business Cards as well as all AIB Visa Purchasing Cards.

**Available Credit** means at any time the unutilised amount of the Credit Limit and resulting unutilised amount of the Credit Line.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, where a payment to an account with another bank is involved, on which the Payee's bank is also open for business.

**Card** means the AIB Visa Card issued to the Principal Cardholder or any Additional Cardholder for the purpose of effecting Transactions on the Account pursuant to the terms of the Agreement and incorporates all elements of that card, including, without limitation, the Chip.

**Card Type** means the particular type of AIB Visa Card issued to the Principal Cardholder or as the case may be, an Additional Cardholder.

**Cash Machine** means a machine which dispenses cash and/or, in some cases, receives lodgments and/or performs other banking functions.

**Chip** means an integrated circuit embedded in a Card.

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

**Credit Limit** means the maximum debit balance permitted by each Additional Cardholder in respect of the Card issued to them, as determined by the Principal Cardholder and notified to us by the Principal Cardholder from time to time.

**Credit Line** means the maximum debit balance permitted on the Account as determined and notified to the Principal Cardholder by us from time to time.

**Client** means the Principal Cardholder in whose name an Account is maintained.

**EEA** means the current members of the European Economic Area as may be amended from time to time.

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

**Merchant** means any business or individual who accepts payment made with a Card.

**Micro-Enterprise** is as defined in the Payment Services Directive and essentially means an enterprise which at the time of the relevant contract, employs fewer than 10 people and whose annual turnover and/or annual balance sheet total does not exceed €2 million. This includes self-employed persons, family enterprises, partnerships and associations that are regularly engaged in an economic activity.

**Outstanding Balance** means, at any time, the debit balance outstanding on the Account at that time.

**Payee** means the receiver of the payment.

**Payer** means the maker of the payment.

**Payment Services Directive** or **PSD** means Directive 2007/64/EC relating to payment services as amended or replaced from time to time and transposed into Irish law.

**PIN** means the secret Personal Identification Number that is used with a Card as allotted by us and/or subsequently chosen by you.

**Principal Cardholder** means a body corporate, a partnership, other unincorporated body, or an individual(s) in whose names an Account is maintained.

**Secure System** means a system approved by us to enable the secure use of your Card over the Internet.

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

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

**Transaction** means a transaction in which a Card is used to obtain goods, services or cash on credit (includes all debits and credits made to the Account pursuant to this Agreement).

**"you"** and **"your"** refers to the Principal Cardholder and, unless the context otherwise requires, any Additional Cardholder.

Any references to **"we"**, **"us"**, and **"our"** or **"Bank"** means Allied Irish Banks, p.l.c. and includes our successors and assigns. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dame Street, Dublin 2 and our principal business is the provision of financial services. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

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

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

## Your Card

1. Subject to these terms and conditions, our credit card service allows you to pay for goods and services purchased from Merchants, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate credit card logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.

2. There is a variety of means by which you can authorise such Transactions, these include:
- authorisation by means of your Card used in conjunction with your PIN for point of sale Transactions or Transactions using a Cash Machine;
  - authorisation by means of your Card number and in some circumstances a security code for Transactions by mail, telephone, mobile phone or other portable device, internet or by use of a Secure System; and
  - authorisation by means of your Card and signature where the other authorisation options in this Condition are not available.

### Looking after your Card and PIN

3. Unless otherwise specified by us these Conditions apply to all Card Types. We may from time to time extend these Conditions to apply to other types of credit or charge card issued by us.
4. The Card and PIN must be used in accordance with these Conditions.
5. You must:
- sign your Card as soon as you receive it using a ball point pen;
  - exercise all reasonable care to keep your PIN secret and take all reasonable steps to keep your Card secure at all times;
  - only use your Card (a) within the Credit Limit, (b) within the period for which it is stated to be valid and (c) strictly in accordance with the Agreement; and
  - tell us immediately if there is a change of name, bankers, business, home or mobile telephone numbers, e-mail address or your address to which Statements are sent in accordance with the 'Monthly Statement payment arrangements' section of these conditions.

6. You must not:
- let anybody else use your Card or your PIN;
  - disclose your Card number to anyone, except when carrying out a Transaction or to report it lost, stolen or likely to be misused; and/or
  - disclose, write or record your PIN or any other code allocated to you.

7. Each Card is and remains our property and may be cancelled, suspended, recalled or retained by us in accordance with the provisions of the Agreement.

8. By signing or using the Card you agree to comply with these Conditions and you acknowledge that you will use the Card solely for the purposes of your business, trade or profession and that you are not acting as a consumer within the meaning of the Consumer Credit Act, 1995 or the European Communities (Unfair Contract Terms in Consumer Contracts) Regulations 1995.

### Credit Limit

9. We will set a Credit Line on the Account. We may, subject to applicable law or regulation, vary the Credit Line from time to time at our discretion or at your request. We will notify you of any such variation. You will be given not less than 10 days notice of any proposed decrease in the Credit Line on the Account, except where such decrease is requested by you.
10. When issuing a Card to an Additional Cardholder you will notify us of the Credit Limit to be set in respect of that Card. We will act on an instruction from you to increase or decrease a Credit Limit. An increase to a Credit Limit cannot bring the total Credit Limit outside of the overall Credit Line.

11. If a Card is used for a Transaction which would bring the outstanding debit balance ("Outstanding Balance") in excess of the Credit Limit, we reserve the right to authorise or decline such Transactions. If we authorise a Transaction in excess of the Credit Limit currently applying to that Card, this will not affect the Credit Limit and subsequent Transactions bringing the Outstanding Balance in excess of the Credit Limit or where the Credit Limit has been exceeded may be declined.

12. Where a Card is provided to a Merchant in relation to any Transaction, the Cards' Available Credit may be reduced by the amount or an estimate of the amount of the Transaction before the Transaction is completed.

13. In some cases a Merchant may obtain specific authorisation in advance from us or our agents to honour a Card for a particular Transaction. This may affect the Available Credit.

### Restrictions

14. A Card must not be used:
- if the Agreement is ended;
  - after a Card has expired or been reported lost, copied or stolen or has been cancelled or suspended;
  - at any Cash Machine abroad in violation of local regulations; or
  - for any illegal purchase or purpose whatsoever.

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

### Cash Withdrawals

15. Your Card may be used for cash withdrawals, advances made by Card or Card number, and cash related Transactions, such as the purchase of cash. A cash advance fee may also apply and where the Transaction is not done at a Cash Machine you may also be asked for proof of identity.

16. Cash withdrawals are subject to both transaction and daily limits. The transaction limit can vary between financial institutions and from time to time. The cash limit will be determined by us and may vary from time to time. Details of the daily cash limit are available from us.

17. We will not be obliged to provide Cash Machine facilities at any particular time and may withdraw or terminate such facilities without notice. We will not be liable for any loss or damage resulting from failure to provide any service, or failure or malfunction of a Cash Machine.

18. We may, at our discretion or on the written request of the Principal Cardholder, disable the cash withdrawal facility for a Card. Certain Merchants and Cash Machines may still allow you to withdraw cash when the cash withdrawal facility has been disabled. Any such withdrawals will be treated in all respects as though they were Transactions.

19. A Card may be used outside Ireland subject to any limits or regulations that may be imposed by the appropriate regulatory authorities from time to time.

20. Where the Card is used to obtain euros in a country where the national currency is not the euro, the local bank may convert the amount of euros into the local currency and may charge a foreign exchange margin. This may result in an amount debited from the Account that is different to the amount you withdrew.

## Additional Cardholders

21. At the request of the Principal Cardholder we may issue additional Cards, together with a separate PIN, for use by any person nominated by the Principal Cardholder as an Additional Cardholder on his/her Account. The Principal Cardholder must ensure that Additional Cardholders comply with these Conditions. Additional Cardholders will be furnished with a copy of these Conditions and will be bound to observe these Conditions to the extent that they apply or are relevant. The Principal Cardholder is and remains at all times, primarily responsible for all Transactions for which the additional Card and PIN is used, including those charged to the Account after the additional Card has been returned to us and irrespective of whether the Transactions are effected in breach of these Conditions or whether the Transactions are related to the business of the Principal Cardholder or not. We will cancel any additional Card at any time if the Principal Cardholder requests this by contacting us in accordance with the 'Contacting us' section, in which case the additional Card, cut in two (through the signature box, magnetic strip and Chip) for security reasons, must be returned to us. Our contact details are set out in the "Contacting us" section of these Conditions.
22. By entering into this Agreement, the Principal Cardholder gives us the authority to pass on information about the Account or Transactions, in so far as they relate to the Additional Cardholder, to that Additional Cardholder by electronic or other means. By accepting an additional Card an Additional Cardholder authorises us to pass on information about Transactions effected by use of the additional Card to the Principal Cardholder by electronic or other means. However, no amendments to the Account details or variation of the Credit Limit will be accepted from an Additional Cardholder.
23. The Principal Cardholder is liable for the payment of all Transactions carried out by an Additional Cardholder as if the Transactions had been personally carried out by the Principal Cardholder and regardless of the ability of that person, or whether they are a minor or not.

## Additional Cardholders with Personal Liability

24. By agreement between us and the Principal Cardholder an Additional Cardholder may have personal liability in respect of the use of his Card (an "Individual Liability Cardholder").
25. Conditions 24 to 37 only apply where we have agreed to issue Cards to Individual Liability Cardholders.
26. A sub account to the Account will be maintained in the name of each Individual Liability Cardholder to which all Transactions (including fees and charges payable under Conditions 63 to 65 and refunds under Condition 66) will be debited or credited (the "Sub Account").
27. We will issue a Statement monthly to each Individual Liability Cardholder, on a date which we may decide, containing (a) details of all Transactions debited and credited to the Sub Account held in the name of such Individual Liability Cardholder since the previous Statement (or, in the case of the first Statement, since the opening of such Sub Account), and (b) the Outstanding Balance (if any) at the Statement date.
28. We will issue a monthly summary Statement to the Principal Cardholder detailing the outstanding balances on all Sub Accounts.

29. Cards issued to Individual Liability Cardholders will not be used for any personal, family, household, or other purposes not related to the Principal Cardholder.

30. The full amount of the outstanding balance shown to be due on the monthly Statement issued in accordance with Condition 27 will be payable by the Individual Liability Cardholder, regardless of whether that Individual Liability Cardholder has been reimbursed by the Principal Cardholder.

31. Each Individual Liability Cardholder must maintain a direct debit mandate in our favour in respect of his/her Sub Account.

32. We will effect payment of the full amount outstanding on a Sub Account by initiating a direct debit to the bank account of the Individual Liability Cardholder in whose name such Sub Account is kept on or immediately after the date specified in the Statement (or such other date as may be agreed by us with the Principal Cardholder).

33. If the Individual Liability Cardholder does not pay any amount outstanding on a Sub Account when due we will notify the Principal Cardholder in writing of such default and the Principal Cardholder shall pay the outstanding amount within 21 days of such notification. The Principal Cardholder is liable in such an event for all Transactions on the Sub Account and not simply those relating to the Principal Cardholder.

34. For the avoidance of doubt the Principal Cardholder shall be liable for and shall pay all Transactions on a Sub Account following the termination of an Individual Liability Cardholder's Card whether such charges occurred before or after termination including any late fees or other amounts due under the Agreement (regardless of whether these are related to the Principal Cardholder or not).

35. The relationship between us and an Individual Liability Cardholder will be that of debtor and creditor.

36. Each Individual Liability Cardholder shall be jointly and severally liable with the Principal Cardholder for all amounts debited to the Sub Account in his/her name, irrespective of whether the Transactions are effected in breach of these Conditions or whether they are related to the business of the Principal Cardholder or not.

37. The Principal Cardholder will ensure that each Individual Liability Cardholder, at the same time as he or she is given an application form to apply to become an Individual Liability Cardholder, is provided with a copy of these Conditions.

## Joint Liability

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

39. If the Principal Cardholder is a partnership the liabilities of each person included in the term "Principal Cardholder" will not be affected by a change in the membership of the partnership. Change in the membership can occur because of death, bankruptcy, retirement, disability or otherwise of any partner or the admission of a new partner(s). Furthermore, where a new partner is admitted to the partnership that person will be jointly and severally liable (with all other persons included in the term "Principal Cardholder") for all obligations under the Agreement.

## Loss or misuse of a Card

40. Both the Principal Cardholder and Additional Cardholder (collectively for the purpose of the following Conditions the “**Cardholder**”) will take all reasonable steps to ensure the safety of the Card.

41. You must exercise all reasonable care and take all necessary steps to ensure the safety of the Card. If you think someone else knows your PIN, or if your Card is lost, copied, mislaid, stolen, used, or likely to be used, for a fraudulent or improper purpose, you must contact us immediately. Our contact details are set out in the “Contacting us” section of these Conditions. We may request that you confirm the same in writing to us, but without affecting the validity of any action taken by us in response to your request.

42. Notification of loss or theft of a Card will be accepted by us from card protection service organisations that notify us of the loss or theft.

43. By reporting a Card as lost, copied, mislaid or stolen or as being used, or likely to be used, for a fraudulent or improper purpose, you will be deemed to have thereby authorised us to cancel that Card. It cannot be used again. If found, it must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and returned to us immediately at the address in the ‘Contacting Us’ section of these Conditions.

44. You will be liable for any losses incurred in respect of unauthorised payment transactions arising from the use of a lost or stolen card or from a failure to keep personalised security features safe and for all unauthorised transactions if:

- you intentionally, fraudulently or with gross negligence failed to adhere to the safekeeping and/or disclosure requirements of your Card, PIN or other security device or procedure; or
- any Transactions were effected as a result of the breach of Condition 6; or
- any Card is used by any other person outside the terms of this Agreement and who has possession of it with your consent.

45. In the event of notification by a Cardholder in accordance with Condition 41 above you will co-operate with us and the relevant police authority in any investigation and give us and the police all information relating to such loss, theft or disclosure and all reasonable assistance to lead to the recovery of the Card. You authorise us to inform any appropriate third party of the loss, mislaying, theft or possible misuse of the Card and to give them such other information as may be required.

46. Once a Card has been reported lost, stolen or liable to misuse, it cannot be used again. If found, it must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and returned to us immediately at the address specified in the “Contacting Us” section of these Conditions.

47. If we suspect that a Card is being used improperly or fraudulently or in breach of the Agreement we may, without the Bank having any liability to you for so doing, decline to authorise any further Transactions on the Account until we have contacted you and satisfied ourselves in that regard. We will endeavour to contact you in accordance with the ‘Contacting you’ section or by SMS Message before we take a decision to decline authorisation of such Transactions, but you acknowledge and agree that it may not always be possible for us to so contact you before declining such Transactions. Should we contact you by SMS Message you may be asked to confirm a Transaction by sending us an SMS Message in reply.

You hereby agree and authorise us to take such actions as we deem necessary, including suspending the Card. You agree that any contact by us is for the purposes of combating wrongdoing.

## The Account

48. The amount of all Transactions will be debited to the Account and this will reduce the Available Credit by the relevant amounts. The timing of this debit will depend on when we receive the Transaction Details from the Merchant or the Merchant’s bank or, in the case of a cash withdrawal, when we receive details of the withdrawal.

## Payment for goods or services

49. Use of your card is subject to transaction and daily limits as set by us. The Cardholder will be liable to pay all sums that are charged to the Account in respect of or resulting from all Transactions including where such Transactions are effected by telephone, mobile phone or other portable device, mail order, internet, PIN, signature, by use of a Secure System or in breach of these Conditions. You should therefore check the amount of every Transaction and all other details/information relating to the Transaction are correct before you authorise it.

50. You accept that electronic communications via the internet or SMS-based telecommunications media may not be secure and may be intercepted by unauthorised persons or delivered incorrectly. Any such communications shall be at your risk.

51. Once authorised a Transaction cannot be subsequently revoked (whether or not a voucher is signed or a PIN number verified) as we guarantee payment. Where you have authorised a Merchant to set up a continuous payment instruction on your Account and you wish to cancel it, you must send a written cancellation notice to the Merchant and keep a copy of the letter. When a Transaction is authorised by use of a Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Transaction was authorised by you. You should always check the amount of the Transaction before entering your PIN.

52. When a Transaction is authorised by use of a Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Transaction was authorised by the Principal Cardholder or, as the case may be, the Additional Cardholder. You should always check the amount of the Transaction before entering your PIN.

53. When a Transaction is authorised by the use of a Secure System the use of the Secure System will be regarded as conclusive evidence that the Transaction was authorised by the Principal Cardholder or, as the case may be, the Additional Cardholder. Use of any Secure System by you is subject to the terms and conditions of the Secure System.

54. The amount of any non-euro Transaction will be converted to euro at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by Visa. For transactions in EEA currencies we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to the Account. In addition to the fees and charges referred to in Condition 63, you may also be charged a transaction fee by the local bank which processes the Transaction. Our contact details are set out in the "Contacting us" section in these Conditions.

### Monthly Statement and Payment Arrangements

55. We will normally issue a Statement monthly to the Principal Cardholder, on a date determined by us, containing (a) details of all Transactions debited and credited to the Account since the previous Statement (or, in the case of the first Statement, since the opening of the Account), and (b) the Outstanding Balance (if any) at the Statement date. We will also issue a monthly summary Statement to the Principal Cardholder detailing the outstanding balances of all Cards.

56. The full amount shown to be due to us on each Statement will be payable by the Principal Cardholder to us.

57. If we cannot produce or issue any Statement for any reason beyond our control, or you do not receive any Statement, your responsibilities under the Agreement will continue.

58. Payments to your Account may be made by electronic payment only (by direct debit or otherwise). We will apply such payments to your Account on the Business Day we receive it.

59. We will effect payment of the full amount by initiating a direct debit to the Principal Cardholder's bank account on or immediately after the date specified on the Statement (or such other date as may be agreed by us with the Principal Cardholder). If for any reason full payment is not received by us we may decline to authorise Transactions.

60. Failure of the Principal Cardholder to maintain a direct debit mandate in favour of us will constitute a breach of the Agreement.

### Queries and Disputes

61. You should carefully examine all Statements and any other Account information received by you or accessed by you online and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details online on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Our contact details are set out in the 'Contacting Us' section of these Conditions.

62. Where you are a Micro-Enterprise and the Payer's bank and the Payee's bank are both located in the EEA and the Payment in question was in euro or the currency of a member state of the EEA outside the euro area:

(a) you must notify us without undue delay on becoming aware of any unauthorised Transaction on your Account. Where you are not liable under Condition 44 and you notify us without undue delay we will refund to you the amount of any payment debited to your Account which was not authorised by you and, where

necessary, restore your Account to the state it would have been in had the Transaction not taken place. We will consider that there has been undue delay in this regard if you fail to notify us within 60 days of the date of the Transaction being debited to your Account. In any event, a failure to notify us within 13 months of the date of the Transaction being debited to your Account will always amount to undue delay. You will be liable for all other unauthorised transactions as indicated in Condition 44.

- (b) where an authorised payment was not paid correctly by us and you contact us within 8 weeks, we will refund you within 10 Business Days of your request, where you can show us that;
- (i) your authorisation did not specify the exact amount of the payment when the authorisation was made; and
- (ii) the amount of the payment exceeded the amount that you could reasonably have expected taking into account your previous spending pattern.

If you make a claim for such a refund you must provide to us all relevant information requested by us and for the purpose of computing the 10 Business Day period referred to within this Condition your request will only be deemed to have been made when you provide all such information. If we dispute your right to a refund we will advise you of our reasons. If you are not satisfied with our reasons you may make a complaint in accordance with the complaints procedures detailed in the 'Complaints' section.

- (c) Where a payment was not executed by us or was incorrectly executed by us we will refund you and where applicable restore your Account to the position it would have been in had the non-executed or incorrectly executed payment not taken place providing:
- (i) there is no undue delay on your part in notifying us of an incorrectly executed or non-executed executed payment.
- (ii) none of the events detailed in Condition 76 prevented us from making the payment.

Regardless of the issue of liability, where you notify us of an incorrectly executed payment we will make immediate efforts to trace the defective payment. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to debit your Account with our charges.

Provided always that if the regulations which implement the PSD in Ireland allow us not to apply the provisions of Articles 60 and 61 of the PSD to Micro-Enterprises then, Condition 62(a) shall not apply to a Micro-Enterprise, and if they allow us not to apply Article 75 of the PSD to Micro-Enterprises then, Condition 62(c) will not apply to a Micro-Enterprise, and if they allow us not to apply Articles 62 and 63 of the PSD to Micro-Enterprises then, Condition 62(b) will not apply to a Micro-Enterprise. Where the Payee's bank is located outside the EEA and you wish to dispute a transaction you must notify us immediately or within 60 days of the transaction being debited to your Account, as you may be entitled to a refund.



## Fees and Charges

**63.** All fees and charges in connection with the Account will be the Principal Cardholder's liability and will be debited to the Account in accordance with the following arrangements:

- all fees payable on the Account are outlined in the schedule of fees and charges relevant to your Card Type for the time being in force; and
- all stamp duties and government levies payable in respect of the Card are your liability and will be collected by us by debit of the Card. Should you close your Account before the date of collection the amount will be debited at closure and payable by you.

**64.** Where a Card is used to obtain a cash advance, a cash advance fee will apply as notified to you from time to time in the schedule of fees and charges relevant to your Card Type for the time being in force. In all cases, the cash advance fee will be debited to the Account on the date of the cash advance and will appear in the next Statement.

**65.** Separate charges may be incurred and debited to the Account and will be advised to you from time to time. These can be in respect of late payments, returned payments or operating in excess of your Credit Limit. These charges will be advised to you in writing on the opening of the Account and will be published in the schedule of fees and charges relevant to your Card Type for the time being in force. We will ensure that the charges conform to any scale or amounts that may be set under any law, regulation or other order.

## Refunds

**66.** If a Merchant initiates a refund we will only credit the Account with the amount due upon receipt of the refund amount from the Merchant and, unless so credited the Account will be payable in full.

Refunds are not treated as payments made to the Account and therefore will not be reflected in the current amount due for settlement as required under Condition 56. The amount due must be settled in the normal manner and any refund received will be recognised and taken into account in the following Statement.

## Ending the Agreement

**67.** The Agreement shall continue until ended by either the Principal Cardholder or us. The Principal Cardholder may at any time end the Agreement by giving notice in writing to us and returning all Card(s) (including those issued to an Additional Cardholder) cancelled by being cut in two (through the signature box, magnetic strip and Chip) to us. Our contact details are set out in the "Contacting us" section of these Conditions.

**68.** We can immediately suspend any Card, end the Agreement, cancel all Card(s) and/or refuse to issue, renew or replace any Card upon the happening of any one of the following events:

- (a) if the Principal Cardholder fails to pay the outstanding balance on the Account(s) when payment(s) fall(s) due or fails to pay any other monies or liabilities whatsoever or howsoever due or incurred by him, her or it to us;
- (b) if the Principal Cardholder breaches any of these Conditions;

(c) if the Principal Cardholder:

- becomes insolvent;
- is adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against him/her/it in another jurisdiction;
- has a judgement obtained against him/her/it and remains unpaid for a period of fourteen days from the date of such judgement;
- ceases trading;
- is no longer, in our opinion, able to manage his/her/its financial affairs;
- has a receiver appointed over any part of its property or undertaking or if a petition is presented for winding up or for the appointment of an examiner or if a meeting is convened for the purpose of considering a resolution or a resolution is passed for the winding-up of the company;
- has any form of attachment or receiving order made against him/her/it;
- is in breach of any other agreement with us;
- uses the Card or Account for any unlawful or other inappropriate purpose; or
- makes any arrangement or composition with his/her/its creditors.

(d) if the Principal Cardholder dies (where applicable);

(e) if any representation, warranty or statement made by the Principal Cardholder to us is or becomes untrue in any material respect;

(f) in order to comply with any law;

(g) if for any reason this Agreement becomes unenforceable or void;

(h) on a material change relevant to the Principal Cardholder occurring which is in the opinion of the Bank prejudicial to the Bank's interest; or

(i) it becomes unlawful for the Principal Cardholder to continue to have a Card.

**69.** Unless we are permitted by law to give you shorter notice, we may terminate the Agreement by giving you at least two month's notice. We may cancel any or all Cards used in connection with the Account at any time without notice or refuse to re-issue, renew or replace any Card.

**70.** We may publish the suspension or cancellation of any Card.

**71.** If a notification under Conditions 41 or 42 is made to us, or if the Agreement is ended we may request a Merchant or other person to retain any Card or cancel any Card by cutting it in two and returning it to us.

**72.** If this Agreement is ended (whether by the Principal Cardholder or by us) the Principal Cardholder will be liable to pay in full the outstanding balance on the Account on the date the Agreement is ended and, to the extent not included in the Outstanding Balance: all outstanding Transactions, all outstanding fees and charges which are chargeable to the Account in respect of Transactions, all stamp duties and government levies and all accrued but unpaid interest. The terms of this Agreement will remain in full force until all money owed is paid. For the avoidance of doubt, there will be no other costs incurred by the Principal Cardholder in respect of termination of this Agreement.

**73.** In order to ensure the timely cancellation of Additional Cards issued on the Account, the Principal Cardholder must notify us at the same time as an Additional Cardholder leaves the employment of the Principal Cardholder or becomes no longer entitled to hold a Card under the Account. The Principal Cardholder should cut the Card in two (through the signature box, magnetic strip and Chip) and then return it to us. Our contact details are set out in the "Contacting us" section of these Conditions.

#### **Relationship between Principal Cardholder and us**

**74.** The relationship between the Principal Cardholder and us is, respectively, that of debtor and creditor, i.e. all sums that are owed on the Account constitute a debt owing to us.

**75.** We may assign or otherwise transfer all or any of our rights, benefits and/or obligations under the Agreement to any person.

#### **General**

**76.** We shall neither be in breach of our obligations under the Agreement nor liable for any loss or damage suffered by you if there is 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, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer or settlement system, failure of or delay in the transmission of messages via any mobile phone 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 other reason (whether or not similar in kind to any of the above) beyond our control or that of our agents or sub-contractors.

**77.** The documents and records kept by us or on our behalf, whether on paper, microfilm, by electronic recording or otherwise, will, in the absence of manifest error, constitute conclusive evidence of any facts or events relied upon by us in connection with any matter or dealing in relation to the Account.

**78.** We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business, and that of our customers and staff.

#### **Additional Facilities**

**79.** We may from time to time make additional facilities or benefits available to the Principal Cardholder and Additional Cardholders in respect of a particular Card Type which are not specified in the Agreement. Such facilities or benefits may be granted in respect of a particular Card Type and may not be available to all Card Types. We are not obliged to grant or continue any of these additional facilities or benefits. Accordingly, any such facility or benefit may be varied or withdrawn by us without notice.

**80.** Save to the extent we are unable under applicable law to disclaim such liability, we shall not be liable for any loss or damage suffered by you as a result of the failure of third party providers of additional facilities and benefits to perform their duties and obligations.

#### **Management Information Reporting**

**81.** At the request of the Principal Cardholder we may arrange for a third party provider to issue monthly VAT Evidence Reports, and other management information reports, to the Principal Cardholder detailing Transactions effected with

the use of an AIB Visa Card. The Principal Cardholder will be required to enter into a separate agreement with this third party provider. VAT Evidence Reports may be used for the purposes of making VAT returns to the Revenue Commissioners.

**82.** We are not liable for any direct or indirect loss or damage suffered by you as a result of a change in the policy of the Revenue Commissioners to accept the VAT Evidence Reports created under the AIB Visa Card programme as supporting evidence for VAT purposes as this is beyond our control.

**83.** We are not liable for any direct or indirect loss or damage suffered by you as a result of your use of the third party providers management reporting system or from a failure to issue a monthly VAT Evidence Report or for any errors or omissions contained in any such report. It is your responsibility to notify us of any changes in the business name and/or business address to which the VAT Evidence Reports should be issued.

#### **Amendment of the Agreement**

**84.** These Conditions shall continue to apply to your Account unless and until altered by us in accordance with Conditions 85 to 89.

**85.** We may amend the terms of the Agreement (including the fees and charges) from time to time. Amendments will normally be caused by market conditions, changes in the cost of providing the service, changes in legal or other requirements affecting us, promotional reasons or any other good reasons. Any such amendment will be notified to the Principal Cardholder and (other than an alteration in the interest rate, the Credit Limit or the fees and charges – which will be effective from the date specified in the notification) will be effective and binding if, thereafter, a Card is used for further Transactions. If the Principal Cardholder does not agree with the changes the Agreement must be ended by the Principal Cardholder and the Card(s) cancelled in accordance with Condition 67.

**86.** Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these Conditions.

**87.** Notification of any such amendment (and notifications of alterations in the interest rate, the Credit Limit or the fees and charges) may be given by advertisement published in a national daily newspaper, by pre-paid post, by being enclosed with the Statement, by being prominently displayed at our branches in a notice addressed to 'All AIB Visa Card Holders', or by any other means required or permitted by law.

**88.** On receiving such notification, the Principal Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 67. Notwithstanding any such termination, the Principal Cardholder shall remain liable for all Transactions.

#### **Waiver**

**89.** If we do not enforce any condition of this Agreement, or we delay in enforcing it, this will not prevent us from enforcing the condition at a later date and will not constitute a waiver of that condition.

#### **No liability for refusal or for goods or services**

**90.** We shall not be liable for any loss arising directly or indirectly as a result of the refusal or delayed acceptance of any Card by a Merchant or other third party, or for any loss or damage you may suffer directly or indirectly as a result of the way in which any such refusal or delay is communicated to you or is otherwise published.

**91.** Save to the extent that we are unable under applicable law to disclaim such liability, we are not responsible for the delivery or condition of any goods and/or services paid for by a Card. We accept no liability for any loss or damage suffered in connection with any goods and/or services paid for by a Card.

#### **Severance**

**92.** If at any time any provision of the Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

#### **Governing Law & Jurisdiction**

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

**94.** The Agreement will be treated as having been executed within the Dublin Metropolitan area at AIB Card Issuing, PO Box 708, Sandyford, Dublin 18.

#### **Copy Agreement and Larger Version**

**95.** A copy of the Agreement which covers this service, and/or a copy of these Conditions in a larger print can be obtained by contacting us.

Our details are set out in the "Contacting Us" section of these Conditions.

#### **Language**

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

#### **Complaints**

**97.** In the event that you wish to make a complaint you may do so by contacting us by telephone or in writing to us. Our contact details are set out in the "Contacting Us" section of these Conditions. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman, you are entitled to take your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Further details of our complaints procedures may be obtained by contacting us.

#### **Contacting us**

**98.** At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your Statements.

Our address is:  
AIB Card Issuing  
PO Box 708  
Sandyford  
Dublin 18

For lost, stolen or misused cards telephone us, 24 hours a day, at: **1800 24 22 27** or (from outside Ireland) **353 1 2695022**.

For all other queries telephone us, 24 hours a day, at: **(01)-6685500** or (from outside Ireland) **00 353 1 6685500**. If we contact you by SMS Message in accordance with Condition 47 you may reply to the SMS Message.

**99.** Access to your Account by telephone and online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.

**100.** If you are posting your application to us please place it in an envelope addressed as follows: AIB Card Issuing, FREEPOST, PO Box 708, Sandyford, Dublin 18.

#### **Contacting you**

**101.** Subject to applicable law we may contact you in person, by phone (including SMS), post, hand delivery, by fax, by email, or online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means.