



Opening a Business Account – Company

For new AIB Customers

How to complete this form

1 Please complete / type online, print, sign and return to your local branch or relationship manager

2 Mark circles by clicking to indicate selection



Contents

This application form includes:

- Business Account application
- General Company Account Mandate and Debit Card Instructions and Declarations
- Bank Use Only (we will fill out this page)
- Deposit Guarantee Scheme information (you need to hold onto this page)
- Debit Card Terms and Conditions of Use

Three easy steps to open a business account

STEP 1

Complete this application form and mandate in full.

STEP 2

Gather all additional supporting documents and information that may be required.

- Details of Company name and Company registration number.
Note: if your Company or any shareholding entity is registered outside ROI and UK, come and talk to us as we will require additional information and documentation.
- If you are trading under a different name to the Company name, we will need a copy of the Certificate of Registration of that business name.
- Two directors, or one director for a single director company, and one person who is authorised to sign any transactions on the account(s) of the Company will need to produce the following identification documentation in-branch, note additional documents for additional principles may also be required:
 - Photographic identification, a current valid: Passport, Driver's Licence or National Identity Card.
 - Proof of current permanent residential address: a utility bill or correspondence from a Regulated Financial Institution or a Government Department. Documents must be no more than six months old.
- Please note under Section 35 of the Criminal Justice Money Laundering Act 2010, as amended, prior to the establishment

of a business relationship with a customer, the Bank as part of application of Customer Due Diligence measures, must ascertain that information concerning the beneficial ownership of the customer is entered in the relevant Beneficial Ownership Register. If the required information is not filed by the customer with the Beneficial Ownership Register the Bank will be unable to proceed with opening the new account.

- The relevant Beneficial Ownership Registers for customers established or administered in ROI are as follows

Central Register of Beneficial Ownership of Companies and Industrial Provident Societies (www.rbo.gov.ie)

Used by Companies (excluding PLC's) and Industrial & Provident Societies.

Central Register of Beneficial Ownership of Certain Financial Vehicles (www.centralbank.ie/regulation/anti-money-laundering-and-counteracting-the-financing-of-terrorism/beneficial-ownership-register)

Used by Irish Collective Asset Management Vehicles, Credit Unions, Investment Limited Partnerships, Unit Trusts

- If any individuals are non-residents, come and talk to us as we may require additional information.
- In order to comply with our obligations under legislation, we may, at our discretion at any time seek further information and documentation.

STEP 3

Arrange a meeting with a Business Customer Advisor at your chosen AIB branch.

- We recommend that you read the relevant product terms and conditions before the meeting. These are the rules and regulations for operating a business account with AIB.

www.aib.ie/business

Data Protection Notice

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.

Products and Services Required Continued

Sections marked with an * are mandatory and must be completed in full.

Business Debit Card Requirements

You can only apply for a Business Debit Card if you have selected to apply for a Current Account. This must be completed by the persons the Company is authorising to effect transactions on the Account ("Authorised Users"). Each Authorised User must be an authorised signatory on the Account and must be permitted to effect transactions on the Account alone, this means that the signing instructions on the Account must be 'any one to sign'.

Authorised User 1 Name

Name to appear on Debit Card

No more than 21 characters.

I agree that I will use the Business Debit Card solely for the business purposes of the Account Holder and I confirm that I have received, read and accept the Debit Card Terms and Conditions of Use.

Business Debit Card Authorised User 1 Signature

Date / /

Authorised User 2 Name

Name to appear on Debit Card

No more than 21 characters.

I agree that I will use the Business Debit Card solely for the business purposes of the Account Holder and I confirm that I have received, read and accept the Debit Card Terms and Conditions of Use.

Business Debit Card Authorised User 2 Signature

Date / /

Authorised User 3 Name

Name to appear on Debit Card

No more than 21 characters.

I agree that I will use the Business Debit Card solely for the business purposes of the Account Holder and I confirm that I have received, read and accept the Debit Card Terms and Conditions of Use.

Business Debit Card Authorised User 3 Signature

Date / /

Authorised User 4 Name

Name to appear on Debit Card

No more than 21 characters.

I agree that I will use the Business Debit Card solely for the business purposes of the Account Holder and I confirm that I have received, read and accept the Debit Card Terms and Conditions of Use.

Business Debit Card Authorised User 4 Signature

Date / /

Marketing Options*

AIB Group may like to contact you occasionally, as part of our customer service programme, to advise you of AIB Group products and services that may be of benefit to you and relevant to your banking requirements. Please indicate the methods by which you are happy for us to contact you. (AIB Group means Allied Irish Banks p.l.c., its subsidiaries and associated companies).

Mail Yes No Phone Yes No Email Yes No

Customer Information Notice

Under Irish tax law we need you to confirm some details for us.

We may be required to report to Irish Revenue the details of accounts held by customers and in certain circumstances their Controlling Persons if they are US Persons and/or tax resident outside of Ireland. The details we may share with Irish Revenue include: name, address, tax status, tax reference number, date of birth, place of birth, account number, account balance at year end and interest payments made during the calendar year. Irish Revenue may share this information with other tax authorities. The legislation under which we request this information are the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS).

Please complete all sections of this form. If we do not get the information, we may not be able to open the account.

We cannot provide tax advice, however you can get more information from your tax advisor or on the Automatic Exchange of Information portal on the Irish Revenue website.

If the Entity's tax status and/or Controlling Persons change, please let us know.

We are also required to submit an annual return of interest to Irish Revenue. For the purposes of this return we may be obliged to seek the collection and verification of an Irish tax reference number of the account holder when opening a new bank account.

Section A — US Foreign Account Tax Compliance Act (FATCA)*

*This complete section is mandatory.

Indicate Entity Type

When providing answers to the questions below refer to the online **Entity Classification Guide** for definitions of each entity type (FATCA section). This guide is available at aib.ie/business/help/tax-information-reporting.

All entities must complete question 1 and follow the instructions thereafter.

1 Is your entity a US Person (under FATCA)?

- a Specified US Person — You must provide a US TRN (Tax Reference Number) and go to Section B.

US TRN

- b Other US Person — If you have selected (b) go to Section B.
- c None of the above — Select **one** of the entity types in questions 2 or 3 below.

2 Is your entity a Non-Financial Foreign Entity (NFFE) (under FATCA)? — Note that 'foreign' here refers to non-US.

Yes — If so, is it an Active NFFE, or a Passive NFFE?

- a Active NFFE — If you have selected (a) go to Section B.
- b Passive NFFE — If you have selected (b) go to Section B and complete the certification details of the Controlling Persons.

No — If no, then select one of the entity types in question 3 below.

3 Is your entity a Financial Institution (under FATCA)?

If yes select the applicable option below and go to Section B.

- a Certified Deemed Compliant Financial Institution
- b Registered Deemed Compliant Financial Institution
- c Partner Jurisdiction Financial Institution (including Irish Financial Institutions)
- d Participating Financial Institution

If you have selected (b) or (c) or (d) you must provide a GIIN (Global Intermediary Identification Number).

GIIN

- e Exempt Beneficial Owner
(Examples: Irish Governmental Organisations, Central Bank of Ireland, the Irish offices of certain International Organisations and certain retirement / pension funds)
- f Non-Participating Financial Institution
(This is a Financial Institution which is considered non-compliant with FATCA)

Return of Payments (Banks, Building Societies, Credit Unions and Savings Banks) Regulations 2008 Common Reporting Standard*

Jurisdiction of
Tax Residence

If your entity is not tax resident in any jurisdiction (for example, because it is fiscally transparent), provide its place of effective management or country in which its principal office is located. Please refer to the Automatic Exchange of Information portal on the Irish Revenue website for more information on tax residence.

Tax Reference
Number (TRN)

A TRN for the entity must be provided unless the entity is tax resident in a jurisdiction that does not issue a TRN.

Indicate Entity Type

When providing answers to the questions below refer to the online Entity Classification Guide for definitions of each entity type. This guide is available at aib.ie/business/help/tax-information-reporting. The information provided in this section is for CRS and this classification may differ from the entity's FATCA classification in Section A.

All entities must select **one** of the options listed in questions 1 or 2 below.

1 Is your entity a Non-Financial Entity (NFE) (under CRS)?

If yes select the applicable option below.

Yes — If so, is it an Active NFE, or a Passive NFE?

- a** Active NFE other than the types listed in 1(b) below.
- b** Active NFE of the type listed below:
- Governmental Entity
 - International Organisation
 - Central Bank
 - A corporation, the stock of which is regularly traded on one or more established securities markets or any corporation that is a Related Entity of such corporation.
- c** Passive NFE – If this option is selected, please complete the certification details of the Controlling Persons.

No — If no, then select one of the Entity Types in question 2 below.

2 Is your entity a Financial Institution (under CRS)?

If yes select the applicable option below.

If the Entity is an Investment Entity 2(b), please complete the certification details of the Controlling Persons.

- a** Financial Institution – Depository Institution, Custodial Institution, Specified Insurance Company or Investment Entity other than that described in 2(b) below.
- b** Investment Entity that meets the following conditions:
- Not resident in a Participating Jurisdiction; and
 - Gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets; and
 - Managed by another Financial Institution as described in 2(a) above.

Section C - Controlling Persons.

Definition of Controlling Persons for a Company

Any individual who ultimately owns or controls 25% or more of the shares in the company. Where no individual owns or controls 25% or more of the shares in the company, any individual who otherwise exercises control of the company through other means e.g. as a result of voting rights. Where no individual meets either of the above tests, the details of the individual who holds the position of senior managing official must be provided.

For the purposes of this form, the senior managing official is the person who exercises executive control over the daily or regular affairs of the company through a senior management position e.g. chief executive officer, chief financial officer, managing or executive director, or president.

Important Note: Controlling Persons section need only be completed by an entity that is a (1) Passive NFFE under FATCA (See Section A) and (2) Passive NFE under CRS (See Section B) or Investment Entity (See Section B, Q2(b))

Certification of Controlling Persons

If the account holder has more than four Controlling Persons, print additional copies of these pages and submit them with this application form.

Name:

Address:

Date of Birth Day / Month / Year

Country of Birth

Is the Controlling Person a US Citizen? Yes No

If the Controlling Person is a US Citizen please include the United States as one of the countries below and provide the Controlling Persons US Tax Reference Number (TRN).

In what country(ies) is the Controlling Person tax resident?

Where the Controlling Person is tax resident in any jurisdiction other than Ireland, we require the corresponding TRN for each jurisdiction unless the Controlling Person is tax resident in a jurisdiction that does not issue a TRN.

Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>
Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>

Name:

Address:

Date of Birth Day / Month / Year

Country of Birth

Is the Controlling Person a US Citizen? Yes No

If the Controlling Person is a US Citizen please include the United States as one of the countries below and provide the Controlling Persons US Tax Reference Number (TRN).

In what country(ies) is the Controlling Person tax resident?

Where the Controlling Person is tax resident in any jurisdiction other than Ireland, we require the corresponding TRN for each jurisdiction unless the Controlling Person is tax resident in a jurisdiction that does not issue a TRN.

Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>
Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>

Important Note: Controlling Persons section need only be completed by an entity that is a (1) Passive NFFE under FATCA (See Section A) and (2) Passive NFE under CRS (See Section B) or Investment Entity (See Section B, Q2(b))

Certification of Controlling Persons (cont'd)

Name:

Address:

Date of Birth: Day / Month / Year

Country of Birth:

Is the Controlling Person a US Citizen? Yes No

If the Controlling Person is a US Citizen please include the United States as one of the countries below and provide the Controlling Persons US Tax Reference Number (TRN).

In what country(ies) is the Controlling Person tax resident?

Where the Controlling Person is tax resident in any jurisdiction other than Ireland, we require the corresponding TRN for each jurisdiction unless the Controlling Person is tax resident in a jurisdiction that does not issue a TRN.

Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>
Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>

Name:

Address:

Date of Birth: Day / Month / Year

Country of Birth:

Is the Controlling Person a US Citizen? Yes No

If the Controlling Person is a US Citizen please include the United States as one of the countries below and provide the Controlling Persons US Tax Reference Number (TRN).

In what country(ies) is the Controlling Person tax resident?

Where the Controlling Person is tax resident in any jurisdiction other than Ireland, we require the corresponding TRN for each jurisdiction unless the Controlling Person is tax resident in a jurisdiction that does not issue a TRN.

Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>	Jurisdiction of Tax Residence <input type="text"/>
Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>	Tax Reference Number <input type="text"/>

Details of Company Director(s)*

*This complete section is mandatory.

List the names of all of the Company directors. The first two people listed, or first person for a single director company, must provide proof of identity and proof of their current residential address. If the Company has more than four directors, print additional copies of this page and submit them with this application form.

Once complete go to the section 'Details of Beneficial Owners of the Company'.

By signing below, I/we certify that I/we are authorised to provide the information in this section, the Details of Beneficial Owners of the Company section, the Details of Beneficial Owners of the Shareholding Entity section (if any), the Details of Controlling Persons of the Tax Reporting section (if any) and that such information is correct. If the questions "Are you a US citizen?" and "In what country(ies) are you tax resident?" are required to be answered for Controlling Persons, I/we undertake to provide a copy of the Tax Reporting – Customer Information Notice to the Controlling Persons whose information is provided prior to providing their information to AIB.

Director Signature	Another Director or Company Secretary Signature
	

Company Director Name

Date of Birth Day / Month / Year

Home Address

Occupation

Country of Birth

Company Director Name

Date of Birth Day / Month / Year

Home Address

Occupation

Country of Birth

Company Director Name

Date of Birth Day / Month / Year

Home Address

Occupation

Country of Birth

Details of Company Director(s)* Continued

*This complete section is mandatory.

Company Director Name	<input type="text"/>
Date of Birth	Day: <input type="text"/> <input type="text"/> / Month: <input type="text"/> <input type="text"/> / Year: <input type="text"/> <input type="text"/>
Home Address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Occupation	<input type="text"/>
Country of Birth	<input type="text"/>

Details of Company Secretary*

Company Secretary Name	<input type="text"/>
Date of Birth	Day: <input type="text"/> <input type="text"/> / Month: <input type="text"/> <input type="text"/> / Year: <input type="text"/> <input type="text"/>
Home Address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Occupation	<input type="text"/>
Country of Birth	<input type="text"/>

Details of Beneficial Owners of the Company*

*This complete section is mandatory.

Provide details of all Beneficial Owners i.e. individuals who ultimately own or control **25% or more** of the shares or voting rights in the Company or otherwise exercise control over the management of the Company. If the Company has more than four beneficial owners, print additional copies of these pages and submit them with this application form.

Should you require further information please read below:

Where the Company is a Guarantee Company without Share capital the individual(s) could be the person with the casting or deciding vote, e.g. Chairperson, or another relevant member (or members) of the Managing Committee/ Board.

Where no individual is a Beneficial Owner we require details for two individuals who hold the greatest percentage of shares or voting rights in the Company or otherwise exercise control.

Please tick whichever of the below registers you are required to be registered with.

Central Register of Beneficial Ownership of Companies and Industrial Provident Societies

Central Register of Beneficial Ownership of Certain Financial Vehicles

For the Central Register of Beneficial Ownership of Certain Financial Vehicles it is mandatory that you provide your confirmation email as proof of registration with your application.

Name	<input type="text"/>																											
Home Address	<input type="text"/>																											
	<input type="text"/>																											
Date of Birth	Day	Month	Year	Percentage of Beneficial Ownership	<input type="text"/>																							%
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>																							<input type="text"/>
Country of Birth	<input type="text"/>																											
Occupation	<input type="text"/>																											

Name	<input type="text"/>																											
Home Address	<input type="text"/>																											
	<input type="text"/>																											
Date of Birth	Day	Month	Year	Percentage of Beneficial Ownership	<input type="text"/>																							%
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>																							<input type="text"/>
Country of Birth	<input type="text"/>																											
Occupation	<input type="text"/>																											

Details of Beneficial Owners of the Company* Continued

*This complete section is mandatory.

Name	<input type="text"/>																										
Home Address	<input type="text"/>																										
Date of Birth	Day	Month	Year	Percentage of Beneficial Ownership	<input type="text"/>																						%
Country of Birth	<input type="text"/>																										
Occupation	<input type="text"/>																										

Name	<input type="text"/>																										
Home Address	<input type="text"/>																										
Date of Birth	Day	Month	Year	Percentage of Beneficial Ownership	<input type="text"/>																						%
Country of Birth	<input type="text"/>																										
Occupation	<input type="text"/>																										

In order to comply with our obligations under the legislation, we may, at our discretion at any time seek further information and documentation as to the identity of Beneficial Owners.

If your Company does not have any shareholding entity in the ownership structure, then proceed on to the **General Company Account Mandate and Debit Card Instructions and Declarations** on page 17 of this form.

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*This section is mandatory for companies with any Shareholding Entity.

Details of Beneficial Owners of a Shareholding Entity*

Name

Home Address

Date of Birth Day / Month / Year Percentage of Beneficial Ownership · %

Country of Birth

Occupation

Shareholding Entity Name

Name

Home Address

Date of Birth Day / Month / Year Percentage of Beneficial Ownership · %

Country of Birth

Occupation

Shareholding Entity Name

*This section is mandatory for companies with any Shareholding Entity.

Details of Beneficial Owners of a Shareholding Entity* Continued

Name	<input type="text"/>																										
Home Address	<input type="text"/>																										
	<input type="text"/>																										
	<input type="text"/>																										
Date of Birth	Day	Month	Year	Percentage of Beneficial Ownership	<input type="text"/>																						%
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>																						<input type="text"/>
Country of Birth	<input type="text"/>																										
Occupation	<input type="text"/>																										
Shareholding Entity Name	<input type="text"/>																										
	<input type="text"/>																										

Name	<input type="text"/>																										
Home Address	<input type="text"/>																										
	<input type="text"/>																										
	<input type="text"/>																										
Date of Birth	Day	Month	Year	Percentage of Beneficial Ownership	<input type="text"/>																						%
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>																						<input type="text"/>
Country of Birth	<input type="text"/>																										
Occupation	<input type="text"/>																										
Shareholding Entity Name	<input type="text"/>																										
	<input type="text"/>																										


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General Company Account Mandate and Debit Card Instructions and Declarations Continued


Sections marked with an * are mandatory and must be completed in full.

2(c) Authorised Signatories

If there are more than five Authorised Signatures please do not complete this mandate as a bespoke mandate will be required.


Signatory 1 Name	<input type="text"/>
Company Position	<input type="text"/>
Specimen Signature	<input type="text"/> 
Address	<input type="text"/>
	<input type="text"/>
Occupation	<input type="text"/>
Date of Birth	Day <input type="text"/> / Month <input type="text"/> / Year <input type="text"/>
Country of Birth	<input type="text"/>


Signatory 2 Name	<input type="text"/>
Company Position	<input type="text"/>
Specimen Signature	<input type="text"/> 
Address	<input type="text"/>
	<input type="text"/>
Occupation	<input type="text"/>
Date of Birth	Day <input type="text"/> / Month <input type="text"/> / Year <input type="text"/>
Country of Birth	<input type="text"/>

Signatory 3 Name	<input type="text"/>
Company Position	<input type="text"/>
Specimen Signature	<input type="text"/> 
Address	<input type="text"/>
	<input type="text"/>
Occupation	<input type="text"/>
Date of Birth	Day <input type="text"/> / Month <input type="text"/> / Year <input type="text"/>
Country of Birth	<input type="text"/>

General Company Account Mandate and Debit Card Instructions and Declarations Continued

Sections marked with an * are mandatory and must be completed in full.

Signatory 4 Name	<input type="text"/>
Company Position	<input type="text"/>
Specimen Signature	<input type="text"/> 
Address	<input type="text"/>
	<input type="text"/>
Occupation	<input type="text"/>
Date of Birth	Day <input type="text"/> / Month <input type="text"/> / Year <input type="text"/>
Country of Birth	<input type="text"/>

Signatory 5 Name	<input type="text"/>
Company Position	<input type="text"/>
Specimen Signature	<input type="text"/> 
Address	<input type="text"/>
	<input type="text"/>
Occupation	<input type="text"/>
Date of Birth	Day <input type="text"/> / Month <input type="text"/> / Year <input type="text"/>
Country of Birth	<input type="text"/>

THIS MANDATE DOES NOT APPLY TO AIB PHONE & INTERNET BANKING, AIB IBUSINESS BANKING OR AIB CREDIT CARDS, ALL OF WHICH ARE SUBJECT TO SEPARATE AGREEMENTS AND INSTRUCTIONS.

Sections marked with an * are mandatory and must be completed in full.

Part 3

Alterations and variations

That the signing instructions in Part 2 of this mandate, having been notified to the Bank, will remain in force unless and until altered or varied by new instructions given pursuant to a decision of the board of directors of the Company advised to the Bank in writing (in the form of a certified extract from the minutes of the relevant meeting, or in the Bank's standard form of Company Supplemental Mandate as may be appropriate, or in any such form as the Bank may direct or deem appropriate) under the hand of a director and countersigned by the Company Secretary or another director of the Company and such new or supplemental instructions giving effect to such decision (to the extent that the same shall be at variance or inconsistent therewith) shall replace or alter, as the case may be, the instructions herein contained when processed by the Bank.

Changes in Director(s) etc.

That the Bank be given notice in writing, signed by at least one director and countersigned by the Company Secretary or another director of the Company, as soon as may be, of any change in the Beneficial Owners, Controlling Persons, directors and secretary of the Company.

Borrowing

That the Company do borrow from the Bank from time to time and give security for such borrowing to such extent as may be arranged with the Bank.

Tax Reporting

That the Company acknowledges and consents to the fact that the information contained in the application form and information regarding the Company (and where relevant the Company's Controlling Persons) and any accounts reportable under tax legislation may be reported to Irish Revenue and exchanged with, or may reported directly to, tax authorities of another jurisdiction(s), in which the Company (and/or where relevant the Company's Controlling Persons) may be tax resident where those jurisdiction(s) (or tax authorities in those jurisdictions) have entered into agreements to exchange financial account information.

That the Company undertakes to advise the Bank promptly and provide an updated tax self-certification in such form as the Bank requires within 30 days where any change in circumstance (for guidance refer to the Irish Revenue or the Organisation for Economic Co-operation and Development (OECD) websites) occurs which affects the tax residency status of the Company, or causes any of the information contained in the application form (including any changes to the Controlling Persons information) to be incorrect.

Part 4

Business Debit Card Instructions

BUSINESS DEBIT CARDS ARE ONLY AVAILABLE ON BUSINESS CURRENT ACCOUNTS.

Where the Company is applying for a Business Debit Card(s) that the Company:

- i** requests the Bank to issue the Business Debit Card(s) in the name(s) of the individual(s) named in the application form (the "Authorised User(s)"), for use on the account in accordance with the "Debit Card Terms and Conditions of Use" which have been presented to the meeting, read and accepted.
- ii** acknowledges that the Business Debit Card(s) shall remain in place unless and until it is terminated by either the Company or by the Bank in accordance with the "Debit Card Terms and Conditions of Use".

Sections marked with an * are mandatory and must be completed in full.

Part 5

After careful consideration, those present at the meeting formed the view that the product(s) and service(s) selected in the application form, a copy of which was presented to the meeting, would be for the benefit of the Company and accordingly **IT WAS RESOLVED** that the chairperson of the meeting together with any other director or the Company Secretary (who must not be the same person as the Chairperson) are authorised to complete, sign and submit the application form, any subsequent documentation required by the Bank in relation to the products and services selected in the application form and do all or any acts or things on behalf of the Company as they in their discretion think fit in connection with the products and services selected.

Confirmation/Declaration relating to your account(s) and Business Debit Card(s)

We, on behalf of the Company, apply to Allied Irish Banks, p.l.c. (the “Bank”) to open the account(s) subject to the Bank’s terms and conditions relating to that account(s) which, together with the Bank’s “Business Fees and Charges”, “Schedule of International Transaction Charges” and “Terms of Business” we have been provided with and agree to accept.

Where the Company is applying for an AIB Business Debit Card(s) we, on behalf of the Company, also:



- apply to the Bank to issue the Business Debit Card(s) in the name(s) of the Authorised User(s) whose details are provided in the Business Debit Card Requirements section of this application form, for use on the account in accordance with the “Debit Card Terms and Conditions of Use”;
- confirm that we have been provided with and agree to accept the “Debit Card Terms and Conditions of Use”;
- request the Bank to issue the Personal Identification Number(s) (“PIN(s)”) for the Business Debit Card(s) to the Authorised User(s);
- confirm that the nominated Authorised User(s) are also authorised signatories on the account and are permitted to effect transactions on the account alone;
- permit the Bank to cancel the Business Debit Card(s) if the signing instructions on the account ceases to be ‘any one to sign’;
- confirm that we understand that the Company is liable for the payment of all transactions carried out by the Authorised User(s) as if the transactions had been carried out by the Company;
- confirm that we understand that if any of the Authorised User(s) ceases to be an authorised signatory on the account that the Business Debit Card will remain in existence until cancelled by the Company;
- confirm that we understand that the Bank may make enquiries that the Bank deems necessary in connection with this application;
- confirm that we understand that the Bank reserves the right to decline this application without giving a reason and without entering into correspondence.

We hereby certify to the best of our knowledge and belief, the accuracy and completeness of all information provided to the Bank for the purpose of opening the account including the information provided in this application form and certify that the above is a true extract from the minutes of a duly convened meeting of the directors of the Company.

General Company Account Mandate and Debit Card Instructions and Declarations Continued



Sections marked with an * are mandatory and must be completed in full.

The declaration must be signed by the Chairperson of the meeting at which the resolutions were passed (this person must be a director of the Company) and countersigned by the Company Secretary (who must not be the same person as the Chairperson) or another director of the Company.

Name of Chairperson	<input type="text"/>
Signature	<input type="text"/> 
Address	<input type="text"/> <input type="text"/> <input type="text"/>
Occupation	<input type="text"/>
Date of Birth	Day: <input type="text"/> / Month: <input type="text"/> / Year: <input type="text"/>
Country of Birth	<input type="text"/>
Name of Director or Company Secretary	<input type="text"/>
Signature	<input type="text"/> 
Address	<input type="text"/> <input type="text"/> <input type="text"/>
Occupation	<input type="text"/>
Date of Birth	Day: <input type="text"/> / Month: <input type="text"/> / Year: <input type="text"/>
Country of Birth	<input type="text"/>
Date	Day: <input type="text"/> / Month: <input type="text"/> / Year: <input type="text"/> <small>The date must be the same date or after the date of the meeting shown on the first page of the mandate.</small>

Deposit Guarantee Scheme Information*

By signing this declaration, I/we acknowledge that I/we have been provided with, read and accept the Deposit Guarantee Scheme – Depositor Information Sheet (on last page of this form).

Name of Chairperson	<input type="text"/>
Signature	<input type="text"/> 
Name of Director or Company Secretary	<input type="text"/>
Signature	<input type="text"/> 
Date	Day: <input type="text"/> / Month: <input type="text"/> / Year: <input type="text"/>

Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

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Deposit Guarantee Scheme

Depositor Information Sheet



Basic information about the protection of your eligible deposits

Eligible deposits in Allied Irish Banks, p.l.c. are protected by:	the Deposit Guarantee Scheme ("DGS") ⁽¹⁾
Limit of protection:	€100,000 per depositor per credit institution ⁽²⁾
If you have more eligible deposits at the same credit institution:	All your eligible deposits at the same credit institution are 'aggregated' and the total is subject to the limit of €100,000 ⁽²⁾
If you have a joint account with other person(s):	The limit of €100,000 applies to each depositor separately ⁽³⁾
Reimbursement period in case of credit institution's failure:	10 working days ⁽⁴⁾
Currency of reimbursement:	Euro
To contact Allied Irish Banks, p.l.c. for enquiries relating to your account:	Allied Irish Banks, p.l.c., 10 Molesworth Street, Dublin 2 Tel: 0818 227 060 www.aib.ie
To contact the DGS for further information on compensation:	Deposit Guarantee Scheme, Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1 Tel: 01-224 5800 Email: info@depositguarantee.ie
More information:	www.depositguarantee.ie

Additional information

(1) Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory deposit guarantee scheme. If insolvency should occur, your eligible deposits would be repaid up to €100,000.

(2) General limit of protection

If a covered deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the DGS. This repayment covers at maximum €100,000 per person per credit institution. This means that all eligible deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

(3) Limit of protection for joint accounts

In case of joint accounts, the limit of €100,000 applies to each depositor. However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of €100,000.

(4) Reimbursement

The responsible deposit guarantee scheme is:

Deposit Guarantee Scheme, Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1.

Tel: 01-224 5800.

Email: info@depositguarantee.ie.

Website: www.depositguarantee.ie.

It will repay your eligible deposits (up to €100,000) within 10 working days from

1 January 2021 to 31 December 2023; and within 7 days from 1 January 2024 onwards, save where specific exceptions apply.

Where the repayable amount cannot be made available within seven working days depositors will be given access to an appropriate amount of their covered deposits to cover the cost of living within five working days of a request. Access to the appropriate amount will only be made on the basis of data provided by the credit institution. If you have not been repaid within these deadlines, you should contact the deposit guarantee scheme.

(5) Temporary high balances

In some cases eligible deposits which are categorised as "temporary high balances" are protected above €100,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits relating to certain events which include:

- certain transactions relating to the purchase, sale or equity release by the depositor in relation to a private residential property;
- sums paid to the depositor in respect of insurance benefits, personal injuries, disability and incapacity benefits, wrongful conviction, unfair dismissal, redundancy, and retirement benefits;
- the depositor's marriage, judicial separation, dissolution of civil partnership, and divorce;
- sums paid to the depositor in respect of benefits payable on death; claims for compensation in respect of a person's death or a legacy or distribution from the estate of a deceased person.

More information can be obtained at www.depositguarantee.ie

(6) Exclusions

A deposit is excluded from protection if:

- The depositor and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements.
- The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- It is a deposit made by a depositor which is one of the following:
 - credit institution
 - financial institution
 - investment firm
 - insurance undertaking
 - reinsurance undertaking
 - collective investment undertaking
 - pension or retirement fund (Deposits by Small Self Administered Pension Schemes are not excluded)
 - public authority

Further information about exclusions can be obtained at www.depositguarantee.ie

Other important information

In general, all retail depositors and businesses are covered by the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are eligible, the credit institution shall also confirm this on the statement of account.

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Debit Card

Terms and Conditions of Use



Debit Card Terms and Conditions of Use effective from 31st January 2021

SECTION 1 - YOUR AGREEMENT

In this document, if we use words that start with a capital letter, that means the word has been defined in this 'Your Agreement' section.

This Agreement sets out:

- what you can use your Card for;
- how you can use your Card safely; and
- our responsibilities and yours.

1.1 When we say 'Agreement', we mean all of the following:

- a) this document, which contains the main terms and conditions for your Card;
- b) the terms and conditions for the Account;
- c) the information in your application form (if applicable) for your Card;
- d) the terms and conditions for your Digital Wallet (if applicable);
- e) any document provided to you regarding your Card, containing information on its terms and conditions, use and/or security;
- f) the Fees and Charges Booklets; and
- g) the terms and conditions for any other services we provide that you may use in connection with your Card or the Account (for example, our online banking services).

Some of the documents listed in this section may be amended from time to time, as outlined in the 'Changes to your Agreement' section. You should keep updated on all these changes as the revised document will still form part of your Agreement.

You can get copies of any of our terms and conditions and our Fees and Charges Booklets from our branches or on our website.

Important: If any term in this document is different from a term in any of the other documents listed in this section, we will rely on the terms in this document.

- 1.2** By using your Card, we will consider this to mean that you have read and accepted the terms of this Agreement. If you are not happy to accept any of these terms you can cancel your Card following the instructions in the 'Cancelling, blocking or suspending your Card' section.
- 1.3** We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Card through our online banking services, you agree that electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.
- 1.4** In this Agreement:

'Account' means the bank account with us that is linked to your Card;

'Account holder' means the person or entity whose name the Account is in;

'Agreement' has the meaning set out at the start of this 'Your Agreement' section;

'AIB Banking App' means an AIB application which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making Transactions, to access banking services and/or such other uses as we may designate from time to time;

'Authorised User' has the meaning set out under the heading 'Can you get an additional Card?' in the 'Your Card' section;

'Business Day' means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland;

'Card' means the debit card issued by us to you for the purpose of effecting Transactions on the Account in accordance with the terms of this Agreement. This incorporates all elements of the Card, including, without limitation, the chip, which is the embedded circuit on the Card, and Card number. The term also includes a 'Digital Card', being the Card or any virtual or digital representations of your Card registered in a Digital Wallet;

'Card Scheme' means a scheme governing the issue and use of Cards, for example, Visa as that Card Scheme or name may change or as we may replace that Card Scheme from time to time;

'Consumer' means any individual that holds a Card for personal use not connected with their trade, profession or business;

'Contactless Transaction' means a Transaction that is authorised by you touching the Card or Device against a terminal, generally without the need to insert your Card. Whether this is available or not depends on the amount of the Transaction. You may or may not have to use your PIN or Security Details. Not all terminals can process such Transactions;

'Digital Card' has the meaning set out within the definition of Card above;

'Digital Wallet' means any electronic payment system that your Card has been registered to, which allows you to use your Card or an electronic record of your Card to carry out Transactions;

'Device' means a mobile phone, tablet or other device that a Digital Card has been registered to or that you use to access a Digital Wallet and/or an AIB Banking App;

'EEA' means any country that is currently a member of the European Economic Area. This may change from time to time.

'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 and Card, including any international charges, whether accessed in Ireland or abroad;

'Merchant' means any business or individual who accepts payments made with a Card;

'Microenterprise' means any enterprise that employs less than 10 people and whose annual turnover and/or annual balance sheet does not exceed €2million subject to certain provisions set down by law;

'Safeguard System' means a system to aid the secure use of your Card online, for example, Visa Secure, as that system or its name may change or be replaced from time to time;

'Security Details' has the meaning set out at the start of the *'Keeping your Card safe and secure'* section;

'Third Party Agreements' means any third party agreements you are subject to, which relate to your use of your Card and/or Account;

'Transaction' means a transaction in which a Card is used by you, in any manner, to debit or credit money to or from your Account;

where we use a word in the singular this includes the plural if the context allows it, and vice versa (for example, "person" can mean "persons" and vice versa);

when we say **"you"** and **"your"** we mean the Account holder and/or the person whose name is on the Card, their successors and assigns;

when we say **"we"**, **"us"**; and **"our"** or **"Bank"** we mean Allied Irish Banks, p.l.c., and this includes our successors and assigns;

we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope is never limited to these examples; and

headings are used to assist you in reading this Agreement, but should not be taken into account in interpreting the meaning of conditions.

SECTION 2 - YOUR CARD

Starting off

- 2.1 We issue your Card to you so you can use it for Transactions on the Account.
- 2.2 Once you receive your Card, you must sign it immediately, otherwise it is not valid. Before you use your Card, we may ask you to activate it. If required, we will send you details on how to do this with the Card.
- 2.3 We supply a personal identification number (PIN) which is particular to your Card. Please see the *'Keeping your Card safe and secure'* section for more information.
- 2.4 The Card remains our property at all times. As a result there may be some circumstances where we have to suspend, cancel, recall or retain it. We won't do so unless we decide it is necessary.

Using your Card

- 2.5 You must use your Card in the way set out in this Agreement.
- 2.6 You can use your Card up to a certain number of times a day. We call this a Transaction limit. There is also a daily limit, meaning your Card can be used to make payments up to a certain combined value every day. You can find out more about these limits by contacting us. They are subject to change and we won't always be able to confirm the limit due to security reasons. You can also contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits.
- 2.7 Depending on the way you use your Card, there may be other limits beyond our control. For example, certain cash machines may have their own limits attached, which could be more or less than the daily limit on your Card.
- 2.8 Transactions are generally processed within 3-5 Business Days of using your Card. This timeframe may be shorter or longer depending on how or where your Card is used. It may also depend on factors outside our control.
- 2.9 Your Card can be used abroad. It may be accepted at locations displaying a symbol that matches the one on your Card. There may be different limits and local regulations that govern its use, which are beyond our control.
- 2.10 If you are refunded by a third party, such as a Merchant, in respect of a Transaction, we will credit you the relevant amount once that third party has processed the refund with us. If it was a non-euro Transaction, the amount refunded may differ to the original amount spent, once fees and charges have been deducted. Please see the *'Fees and charges'* section for further information.
- 2.11 **If you are a Consumer**, your Card may not be used for business or commercial purposes. **If you are not a Consumer**, your Card may only be used for business or commercial purposes.
- 2.12 A Card must not be used for any illegal purpose.
- 2.13 A Card must not be used after this Agreement has ended, the Card has expired, been cancelled or suspended, or if the Card or Device has been reported lost, stolen, misused or its safety has been compromised.

How do you get a replacement Card?

- 2.14 You can contact us if you need a replacement Card at any time. We will then organise for a replacement Card to issue to the last address you provided us with. Otherwise, it will automatically issue by the expiry date printed on the Card. However, we may not issue a replacement if you have not used your Card in the last 12 months. We will not supply a replacement Card if you have asked us not to do so at least 45 days before the expiry date printed on the Card.
- 2.15 We reserve the right not to issue a replacement Card.

Can you get an additional Card?

- 2.16** On the Account holder's request, we may issue a Card, or an additional Card, to a nominated person, known as an 'Authorised User'. We may or may not grant this request. We may have additional rules on who can be an Authorised User (for example, they may have to be a signatory on the Account).
- 2.17** The Authorised User's Card will have its own PIN. The use of that Card will also be governed by this Agreement. It is the Account holder's responsibility to provide a copy of this Agreement, and any future amendments to it, to the Authorised User and ensure that they comply with its terms.
- 2.18** If the Account holder wants to remove an Authorised User, that Authorised User will still be able to use their Card, including any Digital Cards, until the Card is cancelled, destroyed and, if applicable, returned to us. We set out what we mean by 'destroy' in the 'Keeping your Card safe and secure' section.
- 2.19** The Account holder will have access to the information on the Authorised User's Transactions. Likewise the Authorised User will have access to information about the Account and Transactions. However, the Authorised User will not be able to amend any of the Account details.
- 2.20** We reserve the right to cancel an Authorised User's Card at any time. If we do, we will contact you beforehand as set out in the 'How we can contact each other' section. We can also cancel the Authorised User's Card at any time on the Account holder's, or the Authorised User's, request. You must contact us to do so. You must then destroy the Card and, if applicable, return it to us immediately.

SECTION 3 – AUTHORISING TRANSACTIONS

How do you authorise Transactions?

- 3.1** The way you authorise Transactions depends on how you use your Card. You can:
- use your Card with its PIN, such as at a cash machine or at a card terminal (for example, in a shop);
 - use your Digital Card or Digital Wallet with or without your Security Details and/or a Safeguard System;
 - provide the Card details by phone, mail or online, with or without the use of your Security Details and/or a Safeguard System;
 - use your Card and/or Device for Contactless Transactions, where possible;
 - use your Card together with your Security Details to transfer money to another card, where possible; or
 - use your Card and sign for the Transaction.
- When you use your Card in these ways we will take it that you have authorised the Transaction.

Important: With some of the above, you may also be asked to use your PIN and/or provide identification details, such as your name, address and telephone number, or call out parts of your Card details such as the 3 digit code on the back of your Card as a precautionary measure.

What else affects how you authorise Transactions?

- 3.2** You must also comply with any additional terms connected with the use of your Card. These may be our terms and conditions (like those for a Safeguard System) or Third Party Agreements (such as those from the provider of a Digital Wallet). If you don't comply, we might not authorise the Transaction.
- 3.3** When you use your Card online, we may need to confirm it's you before the Transaction can be authorised. We'll do this by using a Safeguard System and may also use an authentication service. Your Card is automatically enrolled for a Safeguard System, however the Account holder or Authorised User may need to register for an authentication service. This authentication service will require you to enter your Security Details to identify you, for example, using an AIB Banking App, or any other way made available by us. If we ask you to identify yourself and you can't or you don't follow the instructions for the Safeguard System or the authentication service, we will take it that your Transaction is not authorised and it will not go ahead. For this reason, it is important to ensure that the personal information we hold about the Account holder and the Authorised User is correct and up-to-date (for example your mobile phone number and email address). To find out more please go to www.aib.ie/webshopping
- 3.4** In some cases, you may agree to authorise a Transaction with a Merchant in advance (for example, a self-service petrol station or hotel.) This is called pre-authorisation. This pre-authorised amount might not immediately reduce the balance on the Account but may still affect the amount of funds available to you. The pre-authorised amount should only be debited from your Account if agreed by you with that Merchant. If not, and the Merchant instructs us to remove it, we will remove the pre-authorised amount from your Card as soon as possible.
- 3.5** We can't cancel a Transaction that you have authorised. If you gave a continuous payment instruction for a recurring Transaction (for example, a subscription, set up from your Card with a third party) and you want to cancel it you can do so by contacting us up to the last Business Day before the Transaction is due to leave your Account. You should also give written notice to that third party and keep a record of any contact made. To assist you, your Card is automatically enrolled in a card updater service with the relevant Card Scheme (for example, Visa). This service allows a participating Merchant to access Card details through the Card Scheme so they can continue to process a Transaction, recurring or otherwise. As not all Merchants take part in this service, you should still notify each Merchant when your Card details or the status of your Account changes. If you don't, your Account may or may not still be charged. You are responsible for making sure the Merchant has your new Card details to process a Transaction. If you do not want to be included in the card updater service, please contact us as set out in the 'How we can contact each other' section.

Unauthorised Transactions

- 3.6** Except as set out under the rest of this 'Unauthorised Transactions' heading, if you notify us without undue delay that a Transaction from your Account was not authorised by you, we will usually refund the amount of that unauthorised Transaction

and restore your Account to the state it would have been in had the unauthorised Transaction not taken place. We will not have any further liability to you in this respect.

Important: We will normally say that there has been undue delay to notify us if you fail to do so within 30 days, or 60 days if the receiving financial institution is outside the EEA, after receipt by you of a statement or payment advice detailing the relevant Transaction. In any event, a failure to notify us within 13 months of the Transaction will always amount to undue delay. You must notify us by contacting us through your branch or by phone or by any other way which we make known to you.

- 3.7** If the unauthorised Transaction resulted from the loss, theft or misuse of any Card, Device and/or Security Details, you may be liable for any losses. However, **if you are a Consumer or Microenterprise**, this liability is limited to €50. In any event, we will refund the full amount where:
- the loss, theft or misuse was not detectable to you prior to a Transaction, except where you have acted fraudulently; and/or
 - the unauthorised Transaction was caused by the acts or lack of action on our part (including any employee, agent or branch of ours or a body to which we have outsourced activities).
- 3.8** We may not give you a refund if:
- we reasonably think you have acted fraudulently and we notify the relevant national authority of this; and/or
 - you have fraudulently, deliberately or with gross negligence:
 - failed to keep safe any aspect of your Card, Device and/or Security Details; and/or
 - failed to tell us without undue delay about the loss/theft/misuse of your Card, Device and/or Security Details.
- 3.9** If, as result of an investigation, we establish that the Transaction claimed as unauthorised is in fact an authorised Transaction, we will debit your Account with any amount refunded and re-charge any fees and/or charges (including interest) that you owe us. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation. As part of any such investigation, if you are not a Consumer or Microenterprise, you will be responsible for demonstrating that the Transaction was unauthorised.

What about refunds for Transactions you have authorised?

- 3.10** **If you use your Card as a Consumer or Microenterprise** and the Merchant's financial service provider is also in the EEA, then you may also be entitled to a full refund if you can prove to us that both of the following circumstances applied:
- when you authorised the Transaction the exact amount of the Transaction was not specified to you; and
 - the amount of the Transaction was more than you could have reasonably expected to pay, given your previous spending patterns, the terms of this Agreement and the circumstances of the Transaction.
- 3.11** You will not be entitled to any refund for an authorised Transaction where you gave us direct permission to carry out the Transaction and where information on the future payment was made available to you at least 4 weeks before the Transaction.
- 3.12** To request a refund of a Transaction you have authorised, you must contact us within 8 weeks of the date of the Transaction being debited from your Account. If we are satisfied you are entitled to a refund, we will refund you within 10 Business Days of your request or provide reasons for refusing the refund.
- To calculate the 10 Business Day period, we will take it that your request has been made when you provide us with all information we reasonably consider relevant to assess your claim. If we refuse to refund you and you are not satisfied with our reasons, you may wish to log a complaint as set out under the 'Complaints' heading in the 'How we can contact each other' section.

SECTION 4 – KEEPING YOUR CARD SAFE AND SECURE

By 'Security Details' we mean any security process we may require you to follow or use to make an instruction or confirm your identity or access a Device for certain functionality on that Device (for example, a passcode, password, fingerprint or voice).

How to keep your Card, PIN and Security Details safe and secure

- 4.1** The PIN we issue for your Card may be changed by you. You may also have other Security Details that you use in connection with your Card and/or Device. You must not share any PIN or Security Details with anyone else. You should memorise them and then dispose of them securely.
- 4.2** You must not give your Card to other people or allow others to use it. You must only ever give out any of your Card details as part of a Transaction, to verify your identity to us or to report it as lost, stolen, misused or that its safety has been compromised.
- 4.3** You must not give your Device to other people or allow others to use it as they may be able to access or use your Digital Card or AIB Banking App. Before you replace or dispose of a Device, you must ensure you delete any Digital Wallet or AIB Banking App from that Device. You should also immediately delete any information such as an email or text messages sent or received by you in connection with your Card or Account. You must not have any reference(s) to or details of any PIN or any Security Details on your Device.
- 4.4** You should always check the amount of any Transaction before you authorise it.
- 4.5** You should also check the Transactions recorded on the Account as often as possible and, where possible, we recommend that you review your Account details online on a regular basis. Please contact us immediately if you have any queries, if you think you might not have authorised any entry or if a Transaction hasn't appeared on the Account.
- 4.6** Any Third Party Agreements you might have (such as those with your mobile phone or Digital Wallet provider) may also set out security requirements for you to comply with.

Important: If you do not comply with this Agreement and someone else finds or knows your PIN or Security Details they could use your Card without your permission. You may be responsible for any loss suffered. There may be other consequences, which we set out under the 'Unauthorised Transactions' heading in the 'Authorising Transactions' section and in the 'Our and your responsibilities' section.

What happens if you or we have any security concerns?

When we say you must destroy your Card, we mean that you must cut your physical Card in two through the signature, magnetic strip and chip and return it to us. It also means that you must deregister or delete all digital versions of that Card.

- 4.7 You must contact us immediately if you have any concerns whatsoever about the whereabouts or the safety of any aspect of your Card, Device or Security Details. We will also accept notification from the Card Scheme or a card protection service acting on your behalf.
- 4.8 You may request us to suspend your Card temporarily. We may do this but you will not be able to use your Card until the suspension has been lifted as your Transactions will be declined. We will lift the suspension at your request.
- 4.9 If we are notified of safety concerns for your Card, Device or Security Details, we may cancel the Card. If the Card is in your possession, you must immediately destroy the physical Card. If your Card is registered to a Digital Wallet, your replacement Card should automatically update in the Digital Wallet by the time you receive your replacement physical Card.
- 4.10 If we do have to cancel your Card, we may have to contact third parties such as the police or other relevant authority and pass on any relevant information to them. We will only do so if necessary. If so, you will be required to cooperate with any resulting investigation.
- 4.11 Where we suspect your Card is being used improperly or without your permission, we may investigate and/or stop allowing its use. This could result in your Card being refused and/or Transactions declined. We may ask you to respond to a communication we send you, such as a text message, to verify the Transaction before we can process it. Further details are set out in the *'How we can contact each other'* section. It may not always be possible for us to contact you before we suspend your Card or decline a Transaction but we will do our best to do so. This is done for your protection and we are not responsible for any loss or damage that might be caused as a result.

SECTION 5 - FEES AND CHARGES

What do you need to know?

- 5.1 We charge certain fees and/or charges for using your Card. We list them in our Fees and Charges Booklets.
- 5.2 We may take any fees and/or charges that you owe us for the use of your Card directly from the Account.
- 5.3 We apply government levies and stamp duties in respect of your Card which will also be debited from the Account.
- 5.4 We do charge for non-euro transactions as detailed in the Fees and Charges Booklets. If you use your Card for any non-euro Transactions, the amount will be converted to euro using the Card Scheme exchange rate. We have no control over when the Transaction is processed by the Card Scheme and when the exchange rate is applied. For most non-euro Transactions, the Card Scheme generally applies their exchange rate within a few days.
More information on how and when these exchange rates apply is available on our website www.aib.ie. For Transactions within the EEA, we provide a comparison by way of percentage mark-up between (i) our rate which is made up of the Card Scheme exchange rate for that day in addition to our currency conversion fee, and (ii) the European Central Bank foreign exchange rate. This is available on our website www.aib.ie.
We may also be required by law to send you information electronically once you have completed a non-euro Transaction in the EEA in accordance with the *'How we can contact each other'* section. If you are not a Consumer, this may not apply to you.
In addition to the fees, charges (and interest, if applicable) set out in the Fees and Charges Booklets you may also be charged a transaction fee by the local bank which processes the Transaction. For further information you can contact us using the details set out in the *'How we can contact each other'* section or visit our website www.aib.ie.
- 5.5 We may from time to time make changes to existing fees and charges and/or introduce new fees and charges as set out in the *'Changes to your Agreement'* section.

Third party charges

- 5.6 You may also have to pay some third parties for the use of services connected with your Card (for example, a mobile phone, Digital Wallet or app provider). Any such fees and/or charges are your own responsibility.
- 5.7 Our standard fees apply if you use your Card abroad to transact in euro. However, we have no control over third parties that may apply a charge to you for processing the Transaction or who convert the local currency into euro and charge for doing so. We also have no control over the rates that may apply.

SECTION 6 – OUR AND YOUR RESPONSIBILITIES

Our responsibility to you

- 6.1 You will have no claim against us and we will have no liability to you:
 - a) for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect, or consequential loss or damage;
 - b) if you do not comply with this Agreement, any other agreement with us or any Third Party Agreement;
 - c) where your loss relates to items or services (including their delivery or condition) paid for using your Card or is due to the inability to use your Card for a Transaction or related service;
 - d) where your loss is due to any third party refusing to accept, or delaying the acceptance of, your Card or Security Details (including any loss due to the way such refusal or delay is communicated to you);
 - e) where your loss is due to our decision not to offer, or to withdraw, any service or feature associated with your Card or Account or where we cancel, block or suspend your Card for any of the reasons set out under the *'When we can cancel, block or suspend your Card'* heading in the *'Cancelling, blocking or suspending your Card'* section;
 - f) where the loss is due to our failure to follow instructions from you, which in our reasonable opinion, lead us to suspect any fraudulent or improper activity on your part or on the part of any third party;

- g) where you have acted fraudulently or with gross negligence;
- h) if any of the details you gave us were wrong or insufficient;
- i) where your loss is due to circumstances outside our control, which meant we couldn't follow this Agreement despite our best effort to do so (for example, a problem with a payment, settlement, clearance system, or Safeguard System or AIB Banking App, any labour disputes, act of God, government or state, war, insurrection, embargo or inability to communicate for whatever reason, contagious disease or the acts or omissions of our agents or any other third party); and/or
- j) 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.

We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

You shall hold us harmless from any loss or damage suffered by any person as a result of your breach of this Agreement.

6.2 Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss, if:

- a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
- b) law or regulation does not allow us to exclude or limit liability.

6.3 **If you are not a Consumer**, the only liability we will have to you will be as a direct result of our gross negligence or wilful misconduct and in that case we still exclude liability for the types of losses we have described above under this 'Our responsibility to you' heading.

Your responsibility to us

6.4 It is important that you are aware that you also have responsibilities. By using your Card, you agree that:

- a) you will comply with your obligations under this Agreement; and
- b) the Account holder is liable to pay all amounts owing on the Account, even if you do not comply with this Agreement or your Card is suspended or terminated (for more information see the 'Cancelling, blocking or suspending your Card' section).

6.5 If you do not comply with any of the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to cancel, block or suspend your Card.

SECTION 7 – CANCELLING, BLOCKING OR SUSPENDING YOUR CARD

When you can cancel your Card

7.1 You can stop using your Card at any time. However, if you want to cancel your Card, you will need to contact us and, where applicable, return your destroyed Card to us. We explain what we mean by destroy in the 'Keeping your Card safe and secure' section.

7.2 If the Account is closed, your Card will be cancelled.

When we can cancel, block or suspend your Card

7.3 We can cancel your Card by giving you at least two months' notice. However we can cancel, block or suspend your Card immediately (or on less notice) and/or refuse to issue or replace a Card, if: **you materially breach this Agreement or any other agreement with us; you use (or allow someone else to use) your Card improperly, illegally or for criminal activity** or if we suspect this to be the case; **you commit or attempt to commit fraud** against us or some other person or entity; we must do so **to comply with any law, regulation or direction** from a relevant authority or court; **you provide us with false or misleading information** at any time; in our reasonable opinion, **you are not in a position to properly manage your financial affairs** or are unlikely to be able to **to pay your debts as they fall due**, you face the threat of **insolvency** (for example in the case of a company, notice is received of a creditor's meeting or a resolution is passed for the winding up of the company) or an event of insolvency occurs (for example, in the case of a company, liquidation or receivership or in the case of a person, bankruptcy or personal insolvency); **any judgment is obtained** or threatened against you; you **cease trading**; this Agreement becomes unenforceable or any circumstances arise that are outside our control and which, in our reasonable opinion, **negatively affects our ability to continue with this Agreement; the Account holder dies; or you are not a Consumer or Microenterprise** and we are allowed by law to exclude you from the notice requirements set out in EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time.

7.4 Please see the 'Keeping your Card safe and secure' section for other circumstances where we can cancel, block or suspend your Card.

7.5 We can notify you that we intend to cancel your Card even if your Card is suspended at the time. If your Card is not suspended, we may suspend it immediately after giving you such notice.

7.6 If we cancel your Card, you must return your destroyed Card to us.

7.7 We may also stop supporting additional facilities connected with your Card (for example, your Digital Card and/or any Digital Wallet). If so, we will give you reasonable notice of this, where possible.

What happens when your Card is cancelled?

7.8 If your Card is being cancelled by you or us, the Account holder must:

- a) repay any amount you owe us (including any payments not yet processed and any fees or charges owed);
- b) cancel any payment due to be made to or from the Card (for example, to utility or insurance companies); and
- c) destroy and, if applicable, return your Card to us.

Important: You will remain responsible to us for any amount you owe even when your Card has been cancelled.

SECTION 8 - KEEPING EACH OTHER INFORMED

You need to keep us updated with your contact information so that we can communicate with you safely and quickly and so that we can confirm your identity for certain online Transactions. If you don't tell us promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else. It may also affect the Transactions you can make, which is set out under the 'Authorising Transactions' section.

- 8.1** When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures. Examples of things you should keep us updated on are your name or directors' names, your postal, email or registered office address, where you are resident; and your phone number.

How will you get information from us?

- 8.2** We have set out in the '*How we can contact each other*' section the different ways we can communicate with you.
- 8.3** The details of Transactions you make with your Card are recorded in a number of ways. For example, they may be included in your payment logs on our online banking services or in statements issued to you. You can ask us for information in relation to any Transaction which appears on your Account.
- 8.4** Please remember that communications made via the internet, Device or phone may not be secure and could be intercepted by third parties.

SECTION 9 - CHANGES TO YOUR AGREEMENT

When can we make changes to this Agreement?

- 9.1** Unless law or regulation allows us to give you shorter notice (please see the examples under the '*Are there any exceptions?*' heading below), we will usually tell you about a change to this Agreement at least two months in advance of the change.
- 9.2** If you don't want to accept the change, you can cancel your Card before the change comes into effect. If you do so, you will not be charged any extra fees, charges or interest. Please see the '*Cancelling, blocking or suspending your Card*' section for more information on how to cancel your Card. If you do not cancel your Card before the date on which the change comes into effect, we will take it to mean that you have accepted the change.
- 9.3** Unless we are required by law or regulation to notify you of any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, push notification, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our branches).

Are there any exceptions?

- 9.4** There are certain circumstances where we may give you shorter notice than outlined in this '*Changes to your Agreement*' section, where we may not tell you about changes, or where we tell you about changes after we make them. This may happen where:
- the change is in your favour (for example, if we reduce fees and charges on your Card);
 - the change is required under law or regulation by a particular date, and there isn't time to give you notice;
 - the change is to introduce a new product or service that you can use in relation to your Card;
 - the change has no impact on the operation of your Card (for example, we make a change to a term we use to describe something in this Agreement);
 - you are not a Consumer or Microenterprise**, and we are allowed by law to exclude you from the notice requirements set out in EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time; or
 - the change relates to certain benefits that may apply to your Card. In this case, these benefits will generally have their own terms and conditions, be subject to certain eligibility criteria and may change or be withdrawn by us at any time without notice to you. Details of these benefits are not included in this Agreement and more information about them is available on our website www.aib.ie.

SECTION 10 - HOW WE CAN CONTACT EACH OTHER

About us

- 10.1** Our head office is at 10 Molesworth Street, Dublin 2. Our website is www.aib.ie.
- 10.2** We are a public limited company registered at the Companies Registration Office, Dublin 1 under registration number 24173.
- 10.3** We are regulated by the Central Bank of Ireland under reference number C21174. The Central Bank of Ireland's address is PO Box No.559, Dublin 1.

Communicating with us

- 10.4** If you wish to contact us in relation to your Card, please contact our customer service helpline on 1800 24 22 27 or (01) 2695022, or if you are calling from abroad, on + 353 1 2695022. You can also contact your local branch.
- 10.5** If you've lost your Card or Device or wish to report it as stolen or if you have concerns about the safety of any aspect of your Card or Device, please contact us on 1800 24 22 27 or from outside of Ireland on +353 1 2695022. If you are abroad, you can contact Visa Global Assistance free of charge. Please see <https://aib.ie/contact-details> for their contact details. We also have a range of self service options available to you to use in these circumstances on our online banking services.

Communication with you

- 10.6** Where we are allowed by law, we may contact you in any variety of ways, such as in person, using our online banking services, by post, electronic or telecommunication means push notification or any other way available to us.

We are always looking for ways to make our services more convenient and flexible so we may introduce new ways to communicate with you in the future.

- 10.7** Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if it sent by post (even if mis-delivered or returned undelivered).
- 10.8** Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, via any message facility available through our online banking services) is considered to have been received by you at the time it is sent.
- 10.9** We will never ask you for your personal banking details (for example, account numbers, PIN and/or other Security Details) by letter or email. If we contact you by phone, we may need to identify you. We'll do this by asking you for certain information known only to you but we will never ask you to make payments from your Account to another account or ask you for your PIN.
- 10.10** This Agreement is in English and we will only write and communicate with you in English.

Recording calls

- 10.11** We may monitor or record any communications between you and us including telephone calls. We can use these recordings for a variety of reasons (for example, to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).

Complaints

- 10.12** 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.
- 10.13** If you wish to make a complaint, you can do so by visiting our website at www.aib.ie or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.
- 10.14** 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 resolve your complaint in our complaints brochure, which is available in any of our branches or on our website.
- 10.15** 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.

SECTION 11 – GOVERNING LAW AND JURISDICTION

- 11.1** Subject to the rest of this 'Governing law and jurisdiction' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.
- 11.2** If you are a Consumer, to the extent permitted under applicable law, your right to take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live is unaffected by this 'Governing law and jurisdiction' section.

SECTION 12 - OTHER IMPORTANT TERMS

Your information

- 12.1** We will access, process and retain personal information about you, your Card and any payment instruction we receive in respect of your Card, in order to provide our services.

Enforcing this Agreement

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

Severance

- 12.3** If any part of this Agreement or its application to any person or entity or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction, the rest of this Agreement and its application to any person or entity or circumstances will not be impacted or affected.

Evidence

- 12.4** Any documents or records in any format that we have (including any electronic records of the use made of your Card even if such electronic records were originally held by us in paper form), may be retained, produced and relied on by us as evidence of facts or events related to dealings relating to your Card.

Copy Agreement

- 12.5** **We can provide you with a copy of this Agreement or a copy in a larger print if you contact us to request it. If we ask you to do so, you must print or download any documents we provide to you in electronic form.**

Data Protection

- 12.6** 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 at www.aib.ie. It may change from time to time.