

Terms and Conditions governing iBusiness Banking (iBB)



1. DEFINITIONS

In these Conditions:

Access Codes, Procedures and Devices means any codes, procedures and devices required from time to time for the purposes of access to and use of the Services. These currently include your User identification codes, your personal access code (PAC), your Passphrase, your User identification codes, your Digipass, your Digipass PIN Code and each relevant originator identification number (OIN) provided by us to you.

Account means any account held by us in your name, whether in sole or joint names, and any other accounts held by you with any of our subsidiaries, or associated companies, designated by you and approved by us for the Services.

Agreement means these Conditions and the application documents, including any other additional terms and conditions that apply to your Account, the iBusiness Banking Application Form and such additional resolutions and documents as may be required by us and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, where in relation to execution timeframes in respect of a payment to an account with another bank, a day on which the payee's bank is also open for business and in each case which is also a day on which the Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET) system, or any successor thereto, is operating. A "Non-Business Day" shall be construed accordingly.

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

Customer means you, a Group Company and/or a Lead Company.

Customer Contact means the individual appointed by you and who is so named on the application documents.

Direct Debit means a service which is subject to the SEPA Direct Debit Scheme Rules or the rules of any other Relevant System for making payments from the payer's account which are initiated by the payee on the basis of the payer's consent (whether given by the payer to the payee's bank or to the payee or to the payer's bank).

Digital Signature (Digipass) means the electronic key string, attached to a message, used to authorise the instructions contained in the message.

File Download means the facility which allows customers to download statements and unpaid files for reconciliation purposes.

File Format Specification means the detailed information contained in the User Guide issued to you by us either before, on or after the Agreement is entered into, regarding how your Payment Files should be formatted and any substitution, amendment or addition thereto issued by us to you from time to time at our absolute discretion.

Group means the Lead Company and the Group Companies.

Group Company means the legal entity identified as a "Group Company" on the application documents and which identifies the Lead Company as its Lead Company on the application documents.

International Payment means a payment in any currency (including euro) that is not governed by the SEPA Rules. It can also be a payment in a foreign currency to any country worldwide, including the Republic of Ireland.

Lead Company means the legal entity identified as the "Lead Company" on the application documents. Loss means any loss, damages, charge, cost, payment or expense, including any loss, damages, charge,

cost, payment or expense arising out of a claim by a third party.

Nominated Account means an Account nominated by you from which we may debit all and any charges, fees or other sums howsoever arising due, or payable to us by you in connection with the Services.

Payment means a payment made by debiting one of your Accounts and crediting one of your Accounts or the accounts of a third party, whether the account credited is with us or another financial institution.

Payment Files means those electronic payment services that we provide to you under the Agreement as part of the Services which are processed in accordance with the rules of any Relevant System. Such Services include euro payments, such as credit transfers or direct debits, between financial institutions (on the account of their customers) within SEPA, International Payments.

Regulatory Duties means the obligations, requirements, restrictions and other conditions under applicable law or regulation, including, but not limited to, any order or requirement of any court, government agency or other authority arising from and in connection with the execution, delivery and performance of the Services under this Agreement, the access to, the general use of as well as the permitted individual scope of use of, the internet, the issuance of instructions and the acting by a Lead Company on behalf of any other Group Company in connection with the Services.

Relevant System means the SEPA Rules or any other applicable payment processing system including those associated with non-euro denominated transactions (and the rules governing such schemes), operated by certain financial institutions (including us) to transmit funds and payments between those financial institutions and/or the accounts of their customers.

Requested Debit Date means the date which you have instructed that we commence processing your payment instruction by debiting your account with the relevant sum. If the date which you have requested is a Non-Business Day, we will commence processing your payment instruction on the Business Day immediately following the requested date and will treat that date as the Requested Debit Date.

SEPA means the Single Euro Payments Area as defined by the European Payments Council as being the area where citizens, companies and other economic actors will be able to make and receive payments in euro, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location within that area. Further details are contained in the User Guide.

SEPA Credit Transfer Scheme Rules means the credit transfer scheme rules of the European Payments Council as in force from time to time.

SEPA Direct Debit Scheme Rules means the direct debit scheme rules of the European Payments Council as in force from time to time.

SEPA Rules means as applicable, the SEPA Direct Debit Scheme Rules or the SEPA Credit Transfer Scheme Rules.

Services or iBusiness Banking or iBB means the electronic banking services which you have requested in the application documents, which are described in the User Guide and in the Agreement documents and which we have agreed to provide to you from time to time, including the means (for example, by access to any website) provided by us to you to enable you to access those services.

Unique Identifier means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment (for example, national sort code (NSC) of the payee's bank and the payee's account number or the payee's International Bank Account Number (IBAN) and the Bank Identification Code (BIC) of the payee's bank).

Users means each person appointed by you as a user (including the Local Administrator, appointed by you in the application documents and those persons appointed by the Local Administrator) who is authorised to access and use the Services on your behalf in accordance with the level of authorisation granted by you or your Local Administrator.

User Guide means the manual entitled the "iBusiness Banking User Guide" issued to you by us either before, on or after the Agreement is entered into which contains detailed information and instructions regarding iBusiness Banking and any substitution, amendments or additions to the iBusiness Banking User Guide issued by us to you from time to time at our absolute discretion.

Any reference to "we", "us" and "our" means Allied Irish Banks, p.l.c. and includes our successors and assigns. Our principal business is the provision of financial services. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 9138, College Green, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

Any reference in these Conditions to "you", "your" or "Customer" includes your personal representatives and successors.

2. GENERAL

- 2.1 These Conditions are supplemental to and should be read in conjunction with our terms and conditions that apply to your Account (the "Account Conditions") and both shall apply to your Account. Should there be a conflict between these Conditions and the Account Conditions, these Conditions shall prevail.
- 2.2 In particular and without prejudice to the generality of the application of the Account Conditions, the Account Conditions, the File Format Specification and the User Guide contain information and provisions relating to:
 - 2.2.1 the information and Unique Identifiers you must supply to us in order for a payment to be properly executed;
 - 2.2.2 execution timeframes;
 - 2.2.3 liability in respect of unauthorised, non-executed and incorrectly executed payment instructions;
 - 2.2.4 the manner in and frequency with which we will communicate with you;
 - 2.2.5 interest and exchange rates;
 - 2.2.6 variation of the Agreement;
 - 2.2.7 the language we will use to communicate with you;
 - 2.2.8 the duration of the contract; and
 - 2.2.9 the file format that must be used to effect transactions under the Agreement.
- 2.3 Once we accept your completed application documents for the Services we and you will be subject to the terms and conditions of the Agreement.
- 2.4 iBusiness Banking provides a cash management facility whereby you can conduct and control certain of your accounts and banking requirements with us and our subsidiaries and associated companies through the internet or by any other such means as may be authorised by us.
- 2.5 We grant you a non-exclusive, non-transferable right to use the internet-based iBB application during the term of the Agreement. The terms governing this right to use are set out in the User Guide.
- 2.6 In the event of any conflict or ambiguity between any of the documents comprising the Agreement, these Conditions shall prevail.
- 2.7 In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced

- or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.
- 2.8 We and you acknowledge that other terms and conditions may also apply by agreement or by operation of law.
- 2.9 Copies of these Conditions and all other documents that constitute the Agreement may be obtained from your branch. These Conditions and certain other documents that constitute the Agreement are also online at www.aib.ie.
- 2.10 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.
- 3. THE SERVICES AND HOW THE CUSTOMER SHOULD ACCESS AND USE THE SERVICES**
- 3.1 We are authorised to issue or make available Access Codes, Procedures and Devices to you, the Users and your Customer Contact, as appropriate. It is your responsibility to ensure that the Access Codes, Procedures and Devices are kept confidential and are kept securely by you and the Users at all times, particularly when not in use. You shall ensure that Users log out from the Services when not in use and/or when the computer is unattended.
- 3.2 We will provide you with the User Guide before you begin to make use of the Services. We will provide the Services to you in the manner and for the purposes set out in the Agreement.
- 3.3 You are solely responsible, without limitation, for selecting, appointing and ensuring the suitability and integrity of the Users and in particular, your Local Administrator(s) who have extensive powers in relation to the Services and who can (i) appoint Users and (ii) assign User rights to themselves and others, amongst having other powers. You are solely responsible for the actions or omissions of the individuals chosen as Users and shall ensure that each User has read, understood, and complies with the Agreement. In particular, you must read the User Guide, as should the Users, as you irrevocably and unconditionally authorise us to act upon all authorisations and instructions sent to us by you or the Users by the Services.
- 3.4 It is your responsibility to procure and maintain appropriate equipment, support, software and Internet access to allow you or the Users to avail of the Services. It is your responsibility to make sure that you and the Users comply with the local laws or regulations in any jurisdictions in which the Users access the Services.
- 3.5 When using the Services both of us agree that neither of us will attempt to rely on any terms and conditions relating to the Accounts if to do so would be an attempt to deny or dispute the validity of your instructions or authorisations relating to or issued through the Services. Both of us agree that the instructions and authorisations given through the Services shall be treated as satisfying any legal requirements for communication in writing.
- 3.6 We will take all reasonable steps to make sure that the Services are provided to you in an efficient and timely manner. You hereby agree that we can temporarily suspend provision of and access to the Services or can withdraw any of the Access Codes, Devices and Procedures (without incurring any liability to you) in the event of breakdown, error, defect or malfunction of any part of the Services, where we in our absolute discretion are of the view that there is a security issue or that you have failed to comply with your Regulatory Duties. We may decline to process any transaction where the Access Codes and Procedures do not appear to be attributable to the relevant User or where the instructions do not relate to an Account. Where we do so we will notify you within the execution timeframes set out or referred to in these Conditions. The Services, Access Codes, Devices and Procedures will remain blocked until we are satisfied that they can be unblocked. You may contact iBB Operations to request that they be unblocked or reset (contact details in the iBusiness Banking User Guide and on www.aib.ie).
- 3.7 You acknowledge and agree that we cannot guarantee that the Services will be free from interference by third parties or will be private and confidential. Your access and use of the Services are at your own risk. You are responsible for ensuring that you keep your equipment and software used to access and use the Services well-maintained and secure, including, in particular, but without limitation by use of firewalls, by use of anti-virus software, by installing and updating patches or fixes or by installing new versions or releases of software, where appropriate. In respect of security or maintenance of your equipment or software, for the avoidance of doubt, we will not be liable for any Loss arising from any act or omission by you, a third party or by us. You will comply with any additional security requirements notified to you in accordance with the terms and conditions of this Agreement and will ensure that your security standards are sufficient in all respects to prevent:
- 3.7.1 individuals other than a User from accessing the Services;
 - 3.7.2 instructions being issued by an individual that is not a particular User, notwithstanding, where relevant, that such individual may appear from the Digipass used to be such User; and
 - 3.7.3 where relevant, access to the Digipass by an individual other than a User.
- 3.8 You acknowledge that entering the Agreement may subject you to a number of Regulatory Duties. You confirm that you have made your own independent investigation and assessment of such Regulatory Duties and that you have complied and will continue to comply with all such Regulatory Duties throughout the term of the Agreement. We do not assume responsibility for compliance by you with your Regulatory Duties and shall not be liable for any failure by you to do so. We shall be entitled to perform such acts or to make such adjustments to the Services as may be required in order to comply with the Regulatory Duties to which we are subject.
- 3.9 You agree that the use of the Access Codes, Procedures and Devices will be regarded as conclusive evidence that the instruction and/or authorisation was authorised by you or a User and will be sufficient evidence for us to assume that we are dealing with you or a User without any requirement to make any further enquiry. You will make sure that all instructions or authorisations given by the Users are clear, accurate, correct and complete, and that their use of the Access Codes, Procedures and Devices is in accordance with the Agreement.
- 3.10 You must immediately notify us by phone if a User is to be cancelled or if you become aware that there has been a breach of security in respect of Access Codes and Procedures. We may, in our absolute discretion, accept and act on any phoned cancellation notification without further enquiry as to the identity or authority of the caller. If we accept such phoned notice we will, as soon as is practicable, withdraw the notified User's Access Codes, Procedures and Devices and take any such action as we deem necessary. This action is without prejudice to the validity of any action taken by us on the basis of instructions or authorisations transmitted via the Services by that User before our withdrawal of the notified User's Access Codes, Procedures and Devices.
- 3.11 You must carefully examine any information provided by us to you or by you to us through the Services. You must notify us immediately if you become aware of:
- 3.11.1 any failure or delay in either you or us receiving any authorisations or instructions through the Services;
 - 3.11.2 any failure or delay in carrying out any payment or transfer of funds made or to be made through the Services;
 - 3.11.3 any known or suspected error, misuse or fraud in or affecting the use of the Services;
 - 3.11.4 any programming error, defect or corruption of the Services;
 - 3.11.5 any incorrect information, including in respect of the Accounts, provided as part of the Services; or
 - 3.11.6 any loss, misuse of, or breach of security or confidentiality in respect of the Access Codes, Procedures and Devices.
- 3.12 In any event, you must notify us without undue delay on becoming aware of the loss, theft or misappropriation of your Access Codes, Procedures and Devices or their unauthorised use. If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered. We will normally consider that there has been undue delay on your part if you fail to notify us within 30 days after receipt by you of a statement or payment advice detailing the relevant debit to your Account or where a statement or payment advice is not issued to you, within 30 days of the relevant information being made available to you through our Services. In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.
- You agree that you will assist and facilitate us in relation to any corrective steps proposed by us in relation to these matters and we may require you to provide written confirmation or further details.
- 3.13 Digipasses belong to us and must be returned immediately to us by you if we request you to do so if any of the circumstances set out in Condition 3.11 occur or if there is any other valid reason for us to request that you return them to us.
- 3.14 If a dispute arises regarding your use of the Services the records kept by us shall be prima facie proof for the purposes of resolving such dispute.
- 3.15 From time to time we may specify particular terms and conditions in respect of all or any categories of customers for the use by customers of Payment Files. This may include the designation of special limits to the number of transactions and/ or value of transactions and/or aggregate value of the transactions (where relevant referencing a specified base currency) which may be carried out by a customer or a particular User in any specific period. Details of any such terms and conditions applicable from time to time will be notified to customers in accordance with these Terms and Conditions.
- 4. GROUPS, GROUP COMPANIES AND THE LEAD COMPANY**
- 4.1 If you have opted to be part of a Group, as either a Group Company or a Lead Company:
- 4.1.1 each member of the Group agrees that the Lead Company is exclusively authorised to determine who shall be a User and the level of authorisation given to each User;
 - 4.1.2 each member of the Group agrees that the Lead Company is exclusively authorised to add new members to the Group and the Lead Company may remove existing members from the Group;
 - 4.1.3 each member of the Group agrees that each other member may terminate its Agreement with us in so far as it relates to that other member. If the Lead Company terminates its Agreement with us, our Agreement with each member of the Lead Company's Group will automatically terminate without notice on the same date unless each Group Company appoints a replacement Lead Company and executes such additional resolutions and documentation as may be required by us; and
 - 4.1.4 each member of the Group separately agrees with us and each other that the Users authorised by the Lead Company may gain access to information relating to its Accounts and the carrying out of transactions on its own Accounts.
- 5. JOINT LIABILITY AND THE SURVIVAL OF RIGHTS**
- 5.1 When you are a part of a Group or if an Account is maintained by two or more legal entities, each member of the Group or each of such legal entities, as the case may be, shall be jointly and severally liable to us (i.e. all members of the Group are collectively and individually fully liable) for all liabilities arising from the use by one of them of the Services, even if the liability may not have been created on instruction or authorisation of all of the members of the Group or all of such legal entities.
- 5.2 All of the members of the Group or all of such legal entities, as the case may be, will be jointly and severally liable notwithstanding any amendment or suspension or withdrawal of the Services, the termination of any membership of the Group or the termination of the operation of a joint Account.
- 5.3 All actions taken by us under the Agreement (including payments made by us) shall be valid and binding upon your personal representatives, successors or permitted assigns if made prior to receipt by us of written notice of any event which would have the effect of passing your obligations under the Agreement to your legal personal representatives, successors or permitted assigns.
- 6. THE INFORMATION YOU RECEIVE FROM US WHEN USING THE SERVICES**
- You acknowledge that any information provided to you by us as part of the Services shall not be taken as conclusive evidence of the accuracy and completeness of any information in relation to the relevant Accounts. Any such information may

subsequently be adjusted at any time. You agree and acknowledge that we will not have any liability for any Loss suffered by you as a result of your reliance upon any information received through your use of the Services, financial or otherwise.

7. PAYMENTS FROM YOUR ACCOUNT

- 7.1 You or the User must authorise a transaction in accordance with the terms of the Agreement and by following all applicable procedures set out in the User Guide and whatever instructions we may give to you or the User in relation to the use of the Services.
- 7.2 Where you have instructed us to make a payment as part of a Payment File from your Account, the relevant amount will typically be debited from your Account on the Requested Debit Date and will not form part of the available funds in your Account. However, in certain circumstances we may not debit your account in this manner.
- 7.3 A transaction may not be executed if:
- 7.3.1 you or the User have not authorised the transaction in accordance with Condition 7.1 or if there is any error in the relevant instructions;
 - 7.3.2 we are prevented from processing or effecting the instruction by any law or regulation or other circumstances beyond our reasonable control;
 - 7.3.3 you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;
 - 7.3.4 you have not provided us with all the information or you have not followed all the instructions we have given to you to enable us to execute the transaction; or
 - 7.3.5 any of the circumstances specified in Condition 12.1 occur.
- 7.4 When using the Services you may seek to make payments from all (not each) of the Accounts up to a maximum payments amount during a single Business Day. Details of this maximum payments amount, how it is determined, and how it applies in the case of a Group, are all set out in the User Guide. We may, at our absolute discretion, notify you with immediate effect of any increase or decrease in the maximum payments amount. If you seek to make payments in excess of the maximum payments amount which applies to you on a single Business Day we reserve the right, at our discretion, to accept or reject any or all such payments.
- 7.5 If we do not accept a payment instruction, for example, on the basis of security concerns or for any other reason, in respect of a payment that is subject to the PSD we will notify you of this within the execution timeframes set out or referred to in these Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so. The payment instruction will remain blocked until we are satisfied that the Payment can proceed. You may contact iBB Operations to request the unblocking of such Payments (contact details in the iBusiness Banking User Guide and on www.aib.ie).
- 7.6 Once accepted by us for execution, all payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation instruction should be given to your branch or iBB Operations in writing, by telephone or in such other form as we may prescribe from time to time. You will be liable for any additional fees, expenses and/or exchange losses which arise out of any such amendment or cancellation or any payment investigation initiated at your request.
- 7.7 You must not attempt to create an unauthorised debit balance on any Account or exceed an approved limit on an overdraft on any Account through the use of the Services. If you do so we have full authority, at our sole discretion, to take such action as we think necessary to prevent or remedy such situation, including but not limited to rejecting the instruction or reversing any transaction. You may incur exchange rate losses should remedial action be necessary. You hereby irrevocably agree to take such action as we may require in order to comply with this Condition.
- 7.8 The User Guide sets out the meaning of status acknowledgements of payment instructions given through the Services. Confirmation of a payment

instruction given through the Services means that the payment instruction has been received by us. It does not mean that the instruction has been carried out. It is your responsibility to seek clarification as to whether we have received your payment instruction if this has not been confirmed through the Services.

- 7.9 You shall ensure that all payment instructions given by you to us are accurate and complete. Before confirming any payment instruction to us, you should make sure that the instruction which is relayed back to you for confirmation is the payment instruction which you intend to give. We are entitled to rely on any payment instruction from you using iBB, and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you. Where you give us inconsistent payment instructions we shall not be liable for acting in accordance with any part of those instructions. Incomplete, unclear and/or inconsistent or mistaken payment instructions which you give to us may be rejected (by us or by any other third party involved in making the payment), delayed or made in error. We are not liable for any such rejection, delay or error. You shall be liable for any additional fees or expenses or exchange losses which arise in such circumstances.
- 7.10 We may, but shall not be obliged, to operate from time to time such security procedures as we consider appropriate including making call backs to you or your authorised representative. We reserve the right to delay or not permit a payment where we are suspicious that the security of the payment may be compromised or that it is unauthorised or fraudulent or, where it is intended to be funded by a credit line provided by us to you, that there is a significantly increased risk that you may be unable to repay the credit line. We shall not be liable for any delay or failure in making any payment as a result of such reasons.
- 7.11 Where you provide us with information additional to the Unique Identifier required to make a payment as set out in the File Format Specification and Account Conditions, we remain liable only for the payment transaction in accordance with the Unique Identifier so provided.
- 7.12 You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment.
- 7.13 Live Foreign Exchange rates for iBB Payments
- 7.13.1 If you ask us to make a Payment on iBB which requires a foreign exchange rate, we will provide you with details of a live foreign exchange rate where available. Our live foreign exchange rates are dynamic and change frequently based on global foreign exchange markets.
 - 7.13.2 Live foreign exchange rates are usually available during the times set out in the User Guide. You can ask us to make a Payment outside of these times and a rate will be applied at the time we make your Payment.
 - 7.13.3 In some circumstances (other than those referred to in 7.13.2 above), a live foreign exchange rate will be unavailable (including during times of system outage). In these instances, we will apply our standard exchange rate in line with your Account terms and conditions. For more information, please see your User Guide.
 - 7.13.4 Where we provide you with details of a live foreign exchange rate, you can ask us to make your Payment using this rate. If we are unable to make your Payment for any reason, including where a live foreign exchange rate is no longer available, you will not receive a confirmation. If we accept your Payment request, you will receive an on screen message that your Payment has been successfully authorised. You will be able to find the rate applied to the Payment in the Transaction Details within your Payment logs. Until we provide this confirmation to you, we have not agreed to make your Payment.
 - 7.13.5 If your Payment is returned to us for any reason, we will convert it back into the original currency using our relevant standard foreign exchange rate at the time we convert it back. Our relevant standard foreign exchange rate may be different

from the rate we originally applied to your Payment and may mean the amount added back to your Account could be less than the original amount of the Payment. We are not responsible for any loss you might suffer.

8. TIME PERIODS FOR PAYMENTS AND PAYMENT LIMITS

- 8.1 Our ability to execute a payment instruction within the applicable maximum execution time is dependent on our receiving the relevant instruction before the applicable cut-off times which are available online at www.aib.ie/ibb
- 8.2 Any payment instructions in respect of the Accounts issued by you via the Services must be received by us before the relevant cut-off time, in order to be dealt with by us on that Business Day. Any payment instructions in respect of the Accounts issued via the Services received by us after the relevant cut-off time or on a non-Business Day will, subject to our acceptance of such instruction for execution, be dealt with on the next Business Day unless you are otherwise notified through the Services. We are not responsible for any delay in the processing of International Payment instructions where the date of receipt of payment in the recipient jurisdiction is not a business day in that jurisdiction or in the jurisdiction of the payment currency.

9. THE FEES AND CHARGES FOR THE SERVICES

- 9.1 Fees and charges in relation to the Services are available online at www.aib.ie and are payable in addition to the fees or charges which may be payable in relation to the Accounts under the Account Conditions, or fees or charges for transactions or any other payments which may be payable to us otherwise than in accordance with the Agreement.
- 9.2 Subject to notifying the relevant authority where applicable, we may from time to time alter such fees and charges and introduce new fees and charges. Such variation will be notified to you in accordance with the Account Conditions.
- 9.3 You authorise us to debit the amount of all fees and charges incurred by you for any of the Services to the Nominated Account or Payment Files, File Download to the Nominated Account or any other Account as agreed or, in the absence of an agreed account, such Account as we may in our discretion think fit, even if that causes the relevant Account to become overdrawn. Fees and charges incurred in the provision of the Services are charged to you by us on a monthly or quarterly basis, as appropriate.

10. LIABILITY

- 10.1 To the extent permitted by law and notwithstanding anything to the contrary in the Agreement, we will not be liable for, and shall be indemnified in full by you against, any Loss that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such Loss is caused by our fraud, wilful default or gross negligence. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever.
- 10.2 We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.
- 10.3 Notwithstanding any other provision of the Agreement, including the other sections in this Condition 10, we may, at our discretion, monitor a payment instruction issued in respect of the Accounts, for whatever reason, and/or verify a payment instruction which may delay the processing of that instruction, for whatever reason. We will not be liable to you or any third party for any Loss arising as a result of our exercising or not exercising this discretion.
- 10.4 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. Where we provide you with services which are not subject to the Payments Services Directive we shall not be liable to you for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
- 10.5 You acknowledge and agree that we will not be liable for any Loss which arises as a result of:
- 10.5.1 any delay in, or total or partial failure of,

performance of our duties and obligations occasioned by an act of God, act of terrorism, fire, act of Government or State, war, civil commotion, insurrection, embargo, telecommunications services, failure of any computer system or telecommunications system, or failure of any payment, settlement or clearance system, prevention from or hindrance in obtaining any energy, labour disputes (of whatever nature and whether involving our employees or otherwise) or acts or omissions of our agents or any other party or any other reason or circumstances (whether or not similar in kind to any of the above) beyond our control;

10.5.2 the non-availability, non-functioning or malfunctioning of the Services;

10.5.3 any corruption of data, any breakdown, interruption or errors caused to your software or hardware as a result of using the Services;

10.5.4 any action or inaction taken by or against us as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of the Services;

10.5.5 any failure by you to use the Services in accordance with the Agreement or your misuse or abuse of the Services;

10.5.6 our failure to act in accordance with any instruction or authorisation from you where there are insufficient funds in the relevant Account to complete a transaction or, if the transaction is made, would result in any applicable limits being exceeded;

10.5.7 any act, delay or error by a third party, including another financial institution, including failure by a third party to accept, or acknowledge receipt of, funds, or for any delay by us in advising you, and/or crediting your Account, if an instruction is not successfully processed by a third party;

10.5.8 reliance upon any information received through the Services; or

10.5.9 disclosure of information to unauthorised persons as a result of the transmission of such information through the Internet.

10.6 Without prejudice to any other provision of the Agreement, you agree that under no circumstance will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues, goodwill, anticipated savings or other opportunities or for any indirect, special, incidental or consequential Loss (including any suffered by you as a result of an action brought by a third party and also including any lost profits or other opportunities) arising due to negligence, misrepresentation, breach of contract or otherwise, even if that Loss was reasonably foreseeable, or even if we had been advised of the possibility of the Loss being incurred.

10.7 You indemnify and agree to keep us indemnified against all Loss suffered or incurred by us and all claims made against us in relation to the Agreement provided that we will not be entitled to rely on this indemnity in respect of any Loss or claim caused solely by our fraud or negligence. For the avoidance of doubt, in the case where any Account is held with a subsidiary or associated company of ours, such subsidiary or associated company shall be entitled to the benefits of this indemnity.

10.8 We do not make any representations or warranties to you about the Services, and we exclude any representations, warranties, terms and conditions, whether express or implied and whether statutory or otherwise to the fullest extent permitted by applicable law in connection with the Services.

11. REPRESENTATION AND WARRANTY

11.1 You hereby represent and warrant to us:

11.1.1 that you are entitled and authorised to enter into the Agreement;

11.1.2 that the provisions of the Agreement constitute legal, valid and binding obligations on you;

11.1.3 that, if relevant, the provisions of the Agreement do not contravene your Memorandum and Articles of Association, any other constitutional documentation, or any other governing authority; and

11.1.4 that the provisions of the Agreement do not constitute a breach of any agreement or other instrument which is binding on you.

12. WITHDRAWAL OF THE SERVICES

12.1 We may immediately terminate the Agreement and withdraw any Services without notice:

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

12.1.2 if you cease trading;

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

12.1.4 if you die;

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

12.1.6 upon any serious or repeated breach by you or, if you are part of a Group, by any member of that Group, of these Conditions or any other agreement between us, our subsidiary or one of our associated companies and you or any member of your Group;

12.1.7 on the happening of any event of default in relation to any credit or other facility afforded by us to you;

12.1.8 on termination or suspension of the whole or any part of the relationship between us and any service provider on which the Services depend;

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

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

12.1.11 if you fail to pay any fees or charges within 30 days of the date on which they are due in accordance with Condition 9; or

12.1.12 if for any reason the Agreement becomes unenforceable or void.

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

12.3 We may also terminate the Agreement on giving 2 months prior notice in writing to you. You may terminate the Agreement at any time by notice in writing to us.

12.4 Notwithstanding anything to the contrary stated in the Agreement, we reserve the right to immediately suspend or withdraw provision of the Services or to withdraw the Access Codes, Procedures and Devices (without incurring any liability to you):

12.4.1 if any circumstance arises that would entitle us to terminate these Conditions;

12.4.2 in the event of breakdown, error, defect or malfunction of any part of the Services;

12.4.3 if we have any suspicion that any Access Codes and Procedures have or may have been disclosed to or used by any unauthorised individual;

12.4.4 if we believe that the Services are being used negligently, illegally or fraudulently;

12.4.5 if you fail to pay any fees or charges within 30 days of the date on which they are due in accordance with Condition 9; or

12.4.6 if we, in our absolute discretion, think there is a security issue or other exceptional circumstances exist including, without limitation, where necessary to prevent material disadvantage or damage to us or you or where continuation of the Services is unreasonable in relation to the cost or expense of such continuation.

12.5 We reserve the right to process or cancel any transactions in progress on termination of the Agreement or on suspension or withdrawal of the Services. We are not responsible for any Loss you may incur as a result of any payments not being processed as part of the Services after termination of the Agreement or after suspension or withdrawal of the Services.

12.6 Any termination of the Agreement is without prejudice to your continued liability for any outstanding indebtedness. In this regard, any amounts for which you are liable on the date of termination shall become immediately payable on that date, subject to any right of refund pursuant to the PSD.

13. VARIATION

These Conditions can be amended in the same manner as the Account Conditions.

14. COMPLAINTS

14.1 In the event that you wish to make a complaint you may do so by writing directly to your branch or iBB Operations. 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. Where you do not come within the jurisdiction of the Financial Services Ombudsman, for example, if you are a limited company with a turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box 9138, College Green, Dublin 2. Further details of our complaints procedures are set out in our complaints brochures.

15. CONTACT DETAILS

15.1 Unless otherwise provided in the Agreement, if you require to contact us or any notice must be given by you to us in connection with the Agreement it will be given in writing on your behalf by the customer contact, appointed by you in the application documents, and sent by post addressed to us at AIB, iBusiness Banking, 1 Adelaide Road, Dublin 2.

15.2 Unless otherwise provided in the Agreement or the User Guide, where we are required to give you notice, such notice will be given to you, at our option:

15.2.1 by post, by telephone (including by our interactive voice response telephony system), by fax or by electronic mail to the postal address, telephone number, fax number or electronic mail address that you notify to us;

15.2.2 by advertisement published in at least one national daily newspaper;

15.2.3 by publishing the notice on our iBB website;

15.2.4 or through the Services including but not limited to iBB Messages and iBB payment logs.

15.3 Where a notice is given to you under Condition 15.2.1 above it will be given to your Customer Contact, your Local Administrator, a director or the company secretary (if the Customer is a company) or a senior member of management of the Customer or, if the notice principally relates to Payment Files, then to any of these persons or to your Customer Contact.

15.4 Where a notice is given to you by us, the notice will be deemed to have been received:

15.4.1 within 48 hours of its sending by post;

15.4.2 at the time of its communication in the case of notice by telephone (including by our interactive voice response telephony system);

15.4.3 at the time of its being sent in the case of notice by fax or electronic mail;

15.4.4 48 hours after the date of it being published in the case of notice by newspaper; or

15.4.5 at the time that it is published on our iBB website in the case of a notice given by that means.

16. DATA PROTECTION

16.1 We will comply with our obligations under the Data Protection Acts, 1988 and 2003 as regards relevant data in our possession relating to you. Subject to you paying any applicable fee, you have the right under those Acts to obtain a copy of the personal data that we hold about you.

16.2 You agree that we may hold and process information about you for the purposes of providing the Services and can disclose such information to other AIB group companies, and any other third parties or agents involved directly or indirectly in the provision of such services.

16.3 Some payments are currently made by us via the Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT). SWIFT processes payments on behalf of financial institutions worldwide and is currently the only organisation providing such a service. All transactions processed in Belgium are replicated in a back-up system ('mirror site') in the United States of America (US). Maintaining a geographically separated back-up infrastructure to make sure continued operation is in line with international standards and supervisory requirements. On foot of official subpoena(s), transaction data held in the US 'mirror site' may be disclosed to US or other authorities for the purposes of combating terrorism and other serious crimes. Therefore, any information you provide to us in order to carry out a payment instruction could potentially be disclosed to the US authorities, and by instructing us to make a payment instruction you are implicitly giving your consent to such a disclosure. We reserve

the right to amend this notice at any time. You should regularly check for any amendments.

17. INTELLECTUAL PROPERTY

You acknowledge that you do not acquire any intellectual property rights in any materials to which we give you access for the purposes of the Services (including the User Guide) save the personal, non-exclusive and non-transferable right to use them as set out in the Agreement. You will not transfer, assign, sublicense, delegate or dispose of, in whole or in part, your licence to use such materials, and ownership of the materials will at all times remain with us and/or our third party supplier.

18. SEVERANCE

If any of the provisions of the Agreement is held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, the validity and enforceability of the remainder of the provision in question and of other provisions in the Agreement will not be affected by that provision but will continue in full force and effect.

19. WAIVER

The waiver by us of a breach or default of any of the terms and conditions of the Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions. Any delay or omission on our part to exercise or avail of any right, power or privilege that we have or may have will not operate as a waiver of any breach or default by you.

20. GENERAL

Notwithstanding any other provision in these terms and conditions, we may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include investigating and intercepting payments into and out of the Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we will not be liable for any Loss suffered by you or any third party which arises as a result of taking such action.

21. JURISDICTION

The Agreement is governed by and construed in accordance with the laws of Ireland. For our benefit you agree to submit to the jurisdiction of the Courts of Ireland in relation to any claim or proceedings under the Agreement. You further irrevocably submit to any other jurisdiction (at our sole discretion) in which you have assets or in which you conduct business and waive any objection to any claim that any suit, action or proceedings have been brought in any inconvenient forum.