



AIB Phone & Internet Banking Registration

For Companies

Who can use this form

This form is for companies only.

Sole traders or partnerships can apply for AIB Phone & Internet Banking online at personal.aib.ie/ways-to-bank/internet-banking

Who can apply for AIB Phone & Internet Banking (the 'Service')

- The company applying to use the Service (the 'Company') must be registered in Ireland.
- The Company must nominate a single person (the 'Nominated User') who will be the only person entitled to use the Service on behalf of the Company.
- The Nominated User must be an authorised signatory on the Company's Current & Deposit accounts open at time of registration.
- The Nominated User must hold a valid mobile phone number to receive SMS notifications to activate the Service.

When using AIB Phone & Internet Banking

- The Company must have a signing instruction of 'any one to sign' on each account, before any type of payment can be made from that account using the Service.
- The Company must have an AIB Business Debit Card in the name of the Nominated User and AIB Card Reader to fully avail of the features of the Service, including certain payment related services.
- A Nominated User with an AIB Business Debit Card will be able to access and transact on other Company accounts. (Note: An AIB Business Debit Card can be used to complete purchases or cash withdrawals on the account linked to that AIB Business Debit Card **only**.)
- The Nominated User is the only person in the business who can access internet banking or authorise payments through the Service.
- Payment templates to pay up to ten payees in one process can be created. (Note: AIB Phone & Internet Banking does not have payments files functionality.)
- Certain Company accounts may be view-only.

Four easy steps to register for AIB Phone & Internet Banking

- 1 Complete this form online in full.
- 2 Print this form and sign appropriately.
- 3 Return this completed form to:
AIB Phone & Internet Banking
Company Registration
AIB
1 Adelaide Road
Dublin 2
D02 X889
- 4 Upon receipt of your form we will register the Company for the Service and text an activation request to your Nominated User within 3-5 working days so they can complete the activation process over the phone.

Existing AIB iBusiness Banking ('iBB') Customers

- You can continue to use both iBB as well as AIB Phone & Internet Banking. Some features on iBB are not available on AIB Phone & Internet Banking. Please see www.aib.ie for further information.
- If you no longer wish to use iBB you must submit an iBB Withdrawal form.
- Please ensure you are familiar with and understand the features of AIB Phone & Internet Banking before submitting the iBB Withdrawal form.
- **You will continue to be charged for iBB until you submit an iBB Withdrawal form and it is processed by us.**
- If you wish to use the Service to make payments to payees you have set-up on iBB, you will need to set them up separately on AIB Phone & Internet Banking.

Registration Helpline

Call us at **0818 724 020**. We are available to discuss any AIB Phone & Internet Banking registration queries. you may have.

Signing this form

Please use a **BLACK** pen to sign this form. _____



www.aib.ie/business

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



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 at <https://aib.ie/dataprotection>. It may change from time to time.

Company Details

Company Name

IBAN

Please provide details of one account the Company holds.

AIB Phone & Internet Banking Nominated User

By signing this form, the Company authorises the following person (who is a signatory on all current and deposit accounts of the Company) to be its Nominated User and to access, and where appropriate, to execute transactions on accounts on behalf of the Company in accordance with the Terms and Conditions for AIB Phone & Internet Banking (the 'Conditions'). The Company also confirms that:

- i an activation request in relation to the Company's AIB Phone & Internet Banking profile should be issued directly to this Nominated User via the mobile phone number set out below; and
- ii in order to complete the registration process and activate the Company's AIB Phone & Internet Banking profile, the Nominated User will have to create a Personal Access Code ('PAC') using AIB's PAC activation service.

The fields below are mandatory. Please use block capitals to complete.

Nominated User Name

Mobile

Email

Nominated User's Signature

Date Day / Month / Year

AIB Business Debit Card

Does the Nominated User you have selected above have an AIB Business Debit Card on your Company account? Yes No

If not and you would like your Nominated User to have an AIB Business Debit Card, you can apply below.

If you do not want to apply to have an AIB Business Debit Card, you can skip the AIB Business Debit Card Application section below and move onto the Resolution and Certification section.

Please note to fully avail of all the features of this service the company must have an AIB Business Debit Card and Card Reader.

AIB Business Debit Card Application

This must be completed by the person the Company is authorising to be the Authorised User of an AIB Business Debit Card.

Authorised User
Name

Mr Mrs Ms

Each Authorised User must be an authorised signatory on the Account and must be permitted to effect transactions on the account linked to the AIB Business Debit Card without needing a second person's authority, **this means that the mandate on the Account must be 'any one to sign'**.

To apply for a Debit Card on this form, the Authorised User for the AIB Business Debit Card must also be the Nominated User for AIB Phone & Internet Banking.

The Authorised User will only be able to complete purchases or cash withdrawals using the card on the account linked to the AIB Business Debit Card. However he/she, as Nominated User, may be able to access and transact on other accounts using AIB Phone & Internet Banking.

Name to appear
on Debit Card

No more than 21 characters.

Business Current
Account IBAN

This is the bank account that you would like the AIB Business Debit Card to be issued on (the 'Account'). This must be a current account.

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

Authorised User's Signature



Date / /

Terms of Registration and Declaration

Please read the following statements and sign on the next page to indicate acceptance.

We also recommend you read the AIB Terms of Business which are available at www.aib.ie

The Company:

- 1 applies for AIB Phone & Internet Banking (the 'Service') and agrees to be bound by the terms of the Agreement, (as defined in the Terms and Conditions for AIB Phone & Internet Banking (the 'Conditions'));
- 2 confirms that the Agreement including the Conditions has been received, read and accepted;
- 3 agrees and acknowledges that it understands the differences between the Service and AIB's other business internet banking service, iBusiness Banking ('iBB'), and that:
 - a) if the Company currently avails of iBB it needs to consider whether it should continue to use iBB as well as the Service;
 - b) if the Company decides to avail of both services, fees will apply to the use of iBB;
 - c) if the Company chooses to avail of both services it will be bound at any time by the terms and conditions of the service being used at that time;
 - d) communication with AIB in relation to one service will not impact on the other service; and
 - e) if the Company decides to no longer avail of iBB, a 'Withdraw a Company from iBB Form' must be submitted;
- 4 agrees and acknowledges that it is solely responsible for:
 - a) selecting the Nominated User and for the suitability of the person chosen;
 - b) the actions and omissions of the Nominated User;
 - c) ensuring that the Nominated User has read, understood and complies with the Agreement and complies with all laws and regulations in using the Service; and
 - d) ensuring in the event the Nominated User changes, that any new registration number or PAC is not disclosed to any person other than the new nominated user;
- 5 agrees and acknowledges that, until the Agreement is terminated in accordance with the Conditions, the Nominated User may individually authorise transactions using the Service on the Company's accounts, even if this is contrary to any mandate, and/or any agreement the Company has provided in relation to any account or any other service or will provide in the future to AIB in relation to an account or any other service;
- 6 acknowledges that the Nominated User is permitted to effect transactions through the Service on all Company current and deposit accounts on which the Company has provided an 'any one to sign' mandate and that all accounts of the Company with AIB (whether held solely or jointly with any other party) will be visible to the Nominated User through the Service, even where the Nominated User is not listed as an authorised signatory for that account;
- 7 acknowledges that the Nominated User is permitted to effect transactions through the Service on all Company credit card accounts, even if the Nominated User does not hold a credit card for that account;
- 8 acknowledges that if the Nominated User does not hold an AIB Business Debit Card it will only be possible for the Nominated User to carry out limited functions on the Service until an AIB Business Debit Card is received;
- 9 acknowledges that the available features of the Service will differ depending on the type of accounts held by the Company;
- 10 understands that AIB will continue to take instructions from the Nominated User until the Company has, in accordance with the Agreement, changed the Nominated User or terminated the Agreement. This is the case even if the Nominated User ceases to be an authorised signatory on any account or ceases to hold an AIB Business Debit Card;
- 11 acknowledges that the only way it can change a Nominated User is to submit a completed 'Amendment of Nominated User Form'. The existing Nominated User will continue to have access to the Service until that form is processed by AIB. The new nominated user must receive the new Registration Number and activate the new PAC before being able to access the Service. The 'Amendment of Nominated User' form can be obtained on www.aib.ie;
- 12 acknowledges that any new nominated user will need to satisfy AIB criteria to be eligible to be registered;
- 13 agrees that if it is suspicious of any fraudulent or unauthorised use of the Service, a director of the Company will contact AIB immediately using the contact details provided in the Conditions and on our website. In such circumstances, AIB may suspend the Service until the Nominated User has been changed;
- 14 understands that AIB may make enquiries that it deems necessary in connection with this application;
- 15 acknowledges that any written communications issued by post to the Company will be directed to the Company's address held by us and that there is an ongoing obligation on the Company to submit a completed change of address form to the Company's AIB branch if the address is no longer up to date;
- 16 confirms that all information provided in this application form is accurate and complete and acknowledges that AIB will be relying on that information in processing the application and that any errors or mistakes may cause unnecessary delays; and
- 17 understands that AIB reserves the right to decline this application without giving a reason.

Terms of Registration and Declaration Continued

Please read the following statements and sign below to indicate acceptance.

We also recommend you read the AIB Terms of Business which are available at business.aib.ie/terms-of-business

Where the Company is applying for an AIB Business Debit Card, and has filled in the AIB Business Debit Card Application section, the Company also:

- 18 applies to AIB to issue an AIB Business Debit Card in the name of the person listed as Authorised User in the AIB Business Debit Card Application section of the AIB Phone & Internet Banking Registration Form (who must also be the Company's Nominated User for AIB Phone & Internet Banking) in accordance with the AIB Debit Card Terms and Conditions of Use;
- 19 confirms that the AIB Debit Card Terms and Conditions of Use have been received, read, and are understood by the Company;
- 20 requests AIB to issue a Personal Identification Number ('PIN') for the AIB Business Debit Card to the Authorised User;
- 21 confirms that the Authorised User is also an authorised signatory on the account listed in the AIB Business Debit Card Application section of this registration form and is permitted to effect transactions on that account alone;
- 22 permits AIB to cancel the AIB Business Debit Card if the mandate on the account listed in the AIB Business Debit Card Application section of the AIB Phone & Internet Banking Registration Form ceases to be 'any one to sign';
- 23 understands that the Company is liable for the payment of all transactions carried out by the Authorised User as if the transactions had been carried out by the Company;
- 24 understands that if the Authorised User ceases to be an authorised signatory on the Account that the AIB Business Debit Card will remain in existence until cancelled by the Company.

Signed for and on behalf of the Company

This must be signed by two directors or a director and the company secretary.

Name of Director	<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"/> <input type="text"/> / Month <input type="text"/> <input type="text"/> / Year <input type="text"/> <input type="text"/>

AIB Phone & Internet Banking Registration For Companies Checklist

Please use this checklist to ensure that the form has been completed in full

- Has the Company Name and IBAN been completed – “Company details” Page 2? Yes No
- The Nominated User name must be filled in – Page 2 Yes No
- Nominated User Mobile – Page 2 Yes No
- Nominated User Email – Page 2 Yes No
- Nominated User signature and date – Page 2 Yes No

AIB Business Debit Card Ordering Page 2 & 3 (*Optional fields)

- Authorised User Name must be listed – (Nominated User and Authorised User must Match) Yes No
- Name to appear on Debit Card (must match Authorised User Name not Company Name) Yes No
- List Business Current Account IBAN Yes No
- Authorised User Signature and date Yes No

Resolution Page 4

- Company name and date of Board of Directors meeting must be listed – Page 4 Top of Page Yes No
- Two Directors or Director and Secretary must sign
(Director and Secretary must sign) – Page 4 and 6* Yes No

***Date must not Pre Date The Meeting Date listed on the Top of Page 4**

Terms and Conditions for AIB Phone & Internet Banking

December 2021

Definitions

In these Conditions:

Account means the account or accounts held by you with us (including, but not limited to, an AIB Credit Card account) (whether in sole or joint names) and designated by you as an account which may be utilised in availing of the Banking Services.

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

Account Holder means a person who maintains an Account.

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

Agreement means the agreement concluded between us and you for the purposes of receiving any of the Banking Services through AIB Phone & Internet Banking which consists of (1) the Registration Process(es); (2) these Conditions; (3) Security Policy; and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you including all Account Conditions.

AIB Banking App means an AIB application which can either (1) be downloaded from a software application distributor(s) or (2) be available on a Kiosk and which can be used to access AIB Internet Banking and/or any of the Banking Services.

AIB Credit Card means any AIB Credit Card issued to you or any Authorised User (as defined in the Account Conditions) for the purposes of effecting transactions on the Account.

AIB Group means Allied Irish Banks, p.l.c. and any other company which is now or later becomes a subsidiary or holding company of Allied Irish Banks, p.l.c. or a subsidiary of such holding company; 'subsidiary' and 'holding company' are to be construed in accordance with sections 7 and 8 of the Companies Act, 2014.

AIB Internet Banking means any online system made available by us for approx. 20 hours a day to enable you to access and utilise certain (at our discretion) Banking Services via the internet and/or other internet technology-based telecommunication media by accessing the Website and/or any AIB Banking App.

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

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

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

Allied Irish Banks, p.l.c. and AIB Leasing Limited means Allied Irish Banks, p.l.c., and AIB Leasing Limited both trading as AIB Finance & Leasing, having their registered office at 10 Molesworth Street, Dublin 2, and place of business at 10 Molesworth Street, Dublin 2. AIB Leasing Limited is a subsidiary of AIB and a member of the AIB Group.

Ark Life means Ark Life Assurance Company Limited. Ark Life Assurance Company Limited and Allied Irish Banks, p.l.c. are regulated by the Central Bank of Ireland.

Banking Services means any banking, financial, investment and insurance services or any other services which we, at our discretion, supply or may supply to you from time to time through AIB Phone & Internet Banking. For the avoidance of doubt, not all services will be available to or via third parties and we may, at our discretion, vary the Banking Services available on AIB Phone & Internet Banking and/or only make available to you a limited number of the Banking Services on AIB Phone Banking, the Website and/or any AIB Banking App.

Bill Payment Account means an account of a third party which has been set up by us for Bill Payment arrangements. The list of Bill Payment Accounts (which may be added to or changed by us from time to time) will be made available to you and you may then designate Bill Payment Account(s) from the list for Bill Payment through: (i) the Adviser Facility; and/or (ii) through AIB Internet Banking.

Bill Payment means the transfer of funds by you for credit of a Bill Payment Account designated by you which is made at the debit of: (i) a Nominated Account using the Self Service Facility and/or AIB Internet Banking; or (ii) an Account using the Adviser Facility.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, where in relation to execution timeframes in respect of a payment to an account with another financial services provider, a day on which that financial services provider is also open for business.

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

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

Consumer means a natural person who is acting for purposes other than his/her trade, business or profession.

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

Debit Card means any debit card issued by us to you or any Authorised User (as defined in the Debit Card Terms and Conditions of Use) for the purposes of effecting transactions on the Account.

Fee Advice means the detailed breakdown of the account fees charged to your account and provided to you as set out in the Fees and Charges Booklets.

Fees and Charges Booklets means the current editions of our schedules and/or fees and charges booklets for personal and/or business Accounts as applicable, and provided to you in connection with your Account and as available in our branches or on our website. These booklets and/or schedules set out the fees and charges that apply to the relevant Account, including any international charges, whether accessed in Ireland or abroad.

Inter Account Transfer means the credit transfer of funds in euro by you for credit of an account within the Single Euro Payments Area (SEPA) held by or with a credit institution other than us (other than a Mandated Account), which is made at the debit of an Account using: (i) the Self-Service Facility and/or Adviser Facility; and/or (ii) AIB Internet Banking. Full details of countries within SEPA are available on our website, www.aib.ie

Intra Account Transfer means the credit transfer of funds by you: (i) for the credit of any other Account and/or any third party account maintained with AIB, which is made at the debit of an Account using the Adviser Facility; or (ii) for the credit of any other Nominated Account and/or a Mandated Account which is made at the debit of a Nominated Account using the Self-Service Facility, Adviser Facility and/or AIB Internet

Banking; or (iii) for the credit of any third party account maintained with AIB (other than a Mandated Account) which is made at the debit of a Nominated Account using the Self-Service Facility, Adviser Facility and/or AIB Internet Banking.

Irish Life means Irish Life Assurance plc. Allied Irish Banks, p.l.c. is a tied agent of Irish Life Assurance plc, for life and pensions business. Allied Irish Banks, p.l.c. and Irish Life Assurance plc are regulated by the Central Bank of Ireland.

Kiosk means an in-branch machine capable of accepting and processing requests with the use of a Debit Card and PIN or a Registration Number and PAC.

Mandated Account means an Account (other than a Nominated Account) or any third party account maintained with us, or with a credit institution other than us, designated by you for receipt of funds through the Self-Service Facility, the Adviser Facility and/or AIB Internet Banking by accessing the Website and/or any AIB Banking App that permits such designation.

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

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

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

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

PAC means the personal access code, consisting of not more than five digits, which is generated during the Registration Process for use by you or by the business Account Holder's nominated User in conjunction with the Registration Number.

Payment Services Directive or PSD2 means EU Directive 2015/2366 relating to payment services as amended or replaced from time to time and transposed into Irish law.

PIN means the secret personal identification number allotted by us and/or subsequently chosen by you for use in conjunction with a Debit Card.

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

Registration Number means the Registration Number allocated by us to you, including for business Account Holders where it has been allocated by us directly to that Account Holder's nominated User, in connection with AIB Phone & Internet Banking, or the mobile phone number registered by you with us and used as the registration number in connection with AIB Top-Up Services.

Security Device means any numbers, codes, words, biometric information (to include but not limited to fingerprint details) or other security measure or procedure we require you to use in connection with the Banking Services, including, but not limited to any Registration Number, PAC, and/or a Card Reader generated code.

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

Self-Service Facility means the fully automated facility available to you in connection with AIB Phone Banking which

enables you to access and utilise certain (at our discretion) Banking Services attaching to this facility.

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

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

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

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

Website means any AIB website used by you to access any of the Banking Services from time to time.

Any reference in these Conditions to **'you'** and **'your'** includes the Account Holder and/or the User and your personal representatives and successors and where appropriate includes any joint Account Holder or third party authorised to act on your behalf.

Any reference to **'AIB'**, **'we'**, **'us'** and **'our'** means Allied Irish Banks, p.l.c. and includes our successors and assigns. Our head office and registered office is at 10 Molesworth Street, Dublin 2. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

Use of AIB Phone & Internet Banking

1 Interpretation

- 1.1** These Conditions are supplemental to and should be read in conjunction with our Account Conditions and both shall apply to your Account. Should there be a conflict between these Conditions and the Account Conditions, these Conditions shall prevail.
- 1.2** In particular and without prejudice to the generality of the application of the Account Conditions, where relevant the Account Conditions contain information and provisions relating to:
 - 1.2.1** the information and Unique Identifiers you must give us in order for a payment to be properly executed;
 - 1.2.2** execution timeframes;
 - 1.2.3** liability in respect of unauthorised, non-executed, incorrectly and/or late executed payment instructions;
 - 1.2.4** interest and exchange rates; and
 - 1.2.5** the manner in and frequency with which we have to communicate with you.
- 1.3** In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.
- 1.4** In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced

or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

- 1.5 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.
- 1.6 Copies of these Conditions and all other documents that constitute the Agreement may be obtained from your branch. These Conditions and certain other documents that constitute the Agreement are also online at www.aib.ie and on your AIB Banking App.
- 1.7 When you use any of the Banking Services you are deemed to have accepted these Conditions.

2 Availability and Security

- 2.1 AIB Phone & Internet Banking, through which Banking Services are made available, is, subject to Condition 2.2, only provided to you by us in respect of Accounts in Ireland.
- 2.2 AIB Phone & Internet Banking (including the Banking Services delivered through it) and each Security Device (if applicable) must be used by you strictly in accordance with the Agreement.
- 2.3
 - 2.3.1 The Registration Number and PAC will be generated during the Registration Process (and a Card Reader, if requested, will be provided by us directly to you). You must not disclose any details of any Security Device, whether directly or indirectly, to any third party except in accordance with Condition 4 and except, in the case of a business, where that third party is the Account Holder's nominated User. For the avoidance of doubt, you must never disclose your PIN to any third party.
 - 2.3.2 Should you know or think it possible that your Registration Number and/or PAC has become known to any other person other than in the circumstances set out in Condition 2.3.1, you must change your PAC as soon as possible. You should also notify us as per Condition 2.3.8.
 - 2.3.3 The Card Reader identifies you by means of your Debit Card and as such a Card Reader can be shared by Users. The Card Reader is used with any Debit Card issued to you in conjunction with AIB Phone & Internet Banking for authentication purposes and to avail of Banking Services. Should you know or think it possible that details of your Debit Card and/or PIN has/have been disclosed to any other person you must immediately contact us in accordance with your Debit Card Terms and Conditions of Use.
 - 2.3.4 You must disconnect and exit AIB Internet Banking when not using the Banking Services.
 - 2.3.5 You should disable any function on your AIB Internet Banking that could allow another person to view your Account balance if you share your Mobile Device for any purpose whatsoever. You also acknowledge that your Account balance may be visible on your Mobile Device, where such a Mobile Device is wearable, for a short period of time after you view it.
 - 2.3.6 You must keep all Mobile Devices secured and before you replace or dispose of a Mobile Device, you must ensure that Mobile Device is no longer registered to use Banking Services through an AIB Banking App and delete any AIB Banking App from that device.

- 2.3.7 You should immediately delete any SMS Message sent or received by you in connection with the Banking Services and/or the Registration Process(es) which contains reference(s) to or details of any Security Device.
- 2.3.8 You must tell us as soon as possible on becoming aware of the loss, theft or misappropriation of any Mobile Device and/or Security Device or their unauthorised use by contacting our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions). If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered.
- 2.3.9 You should check the transactions recorded on your Account online on a regular basis. Please contact us as soon as possible on our customer services helpline (our contact details are set out in the "Contacting us" section of these Conditions) if you have any queries, or if you think there may be a mistake or you think you might not have authorised a transaction. If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered. We will normally consider that there has been undue delay on your part if you fail to notify us within 30 days after receipt by you of a statement or payment advice detailing the relevant debit to your Account, or where a statement or payment advice is not issued to you, within 30 days of the relevant information being made available to you through our Banking Services. In any event, a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.
- 2.3.10 From time to time we may update an AIB Banking App. Depending on the update, you may not be able to use that AIB Banking App until you have downloaded the latest version of the AIB Banking App and, where appropriate, accepted any new terms and conditions.

3 Payments from your Account

- 3.1 You authorise us to act upon any instruction to debit an Account received through AIB Phone & Internet Banking which has been transmitted using all or part of any Security Device and/or any other authentication process (which may, or may not, include use of all or part of a Security Device) which we may require to be used in connection with AIB Phone & Internet Banking without requiring us to make any further authentication or enquiry, and all such debits will constitute a liability of yours. Where your Account is maintained in joint names the liability of the Account Holders will be joint and several.
- 3.2 When a transaction is authorised by use of a Security Device or combination of Security Devices and/or any other authentication process (which may, or may not, include use of all or part of a Security Device), the use of such authentication process will be regarded as evidence that the transaction was authorised by the User. Similarly, if you use a third party provider, any properly authenticated instruction received from the third party provider will be deemed properly authorised by you without any further investigation by us. We will be deemed to have received the transaction on the Business Day that it is authorised subject to applicable cut-off times. The applicable cut-off times are available on AIB Internet Banking, the Website or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

3.3 Entries in an Account in respect of Bill Payments, Money Transfers and Top-Ups will be prima facie evidence that the transfer or debit represented thereby has been duly authorised and will be binding on us and you unless and until proved to the contrary.

3.4 We may refuse to execute a transaction if we have legitimate reasons not to, for example:

- 3.4.1** you have not authorised the transaction in accordance with Condition 3.2;
- 3.4.2** we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
- 3.4.3** you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;
- 3.4.4** you have not provided us with all the information or you have not followed all the instructions we have given to you to enable us to execute the transaction; or
- 3.4.5** any of the circumstances specified in Condition 12 occur.
- 3.4.6** If we do not accept a payment instruction in respect of a payment that is subject to PSD2 we will notify you of this in accordance with your Account Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so.

3.5

- 3.5.1** You must ensure that all instructions given by you to us through AIB Phone & Internet Banking or via a third party provider are accurate and complete, and that, where appropriate, you correctly identify the Account/account (including any Unique Identifier required) to which any amount is to be credited or debited. In particular, prior to confirming any instruction to us, you must ensure that the instruction which is relayed back to you confirming the instruction that you sent through AIB Phone & Internet Banking is the instruction which you intend to give. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us or by us accepting such instructions. Where you give us inconsistent instructions (for example, where the receiving bank's NSC or BIC and its name and address details do not match) we will not be liable for acting in accordance with any part of those instructions. We are entitled to rely on any instruction from you using AIB Phone & Internet Banking, and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you. We will not be liable for any delay or error which arises from incomplete, unclear, inconsistent and/or mistaken instructions which you give to us.
- 3.5.2** Once accepted by us for execution a payment instruction is irrevocable. However, if you wish to amend or cancel an instruction that you have given to us, we will, provided you give the instruction to make such amendment or cancellation in such form as we may prescribe, use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation should be given to your branch in writing, by telephone or in such other form as we may prescribe. You will be liable for any additional fees or expenses or exchange losses which arise out of any such

amendment or cancellation, or any payment investigation initiated at your request.

3.5.3 We are authorised to provide you with account balance information in respect of all accounts currently or at any future time opened in your name with any AIB Group member where we have agreed to do so through AIB Phone & Internet Banking.

3.5.4 We are authorised to provide to you any or all of the Banking Services which may be accessed and availed of through AIB Phone & Internet Banking in accordance with your instructions given to us through AIB Phone & Internet Banking.

3.6 You shall not create an unauthorised overdraft, exceed an approved limit on an Account or otherwise act in any manner contrary to any other Account Conditions and/or the Banking Services through the use of AIB Phone & Internet Banking.

3.7 When using the Banking Services we and you agree that both of us will not attempt to rely on any Account Conditions if to do so would be an attempt to repudiate the validity of your instructions relating to the Banking Services or the communications regarding the instructions sent to you by us.

3.8 We may, but are not obliged to, operate from time to time such security procedures as we consider appropriate including making call backs to you. We reserve the right to delay or not permit a payment where we are suspicious that the security of the payment may be compromised or that it is unauthorised or fraudulent. We will not be liable for any delay or failure in making any payment as a result of such procedures.

4 Third Party Providers

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

4.1.1 third parties that are appropriately registered or authorised as "Account Information Service Providers" (AISP) and/or "Payment Initiation Service Providers" (PISP) and/or "Card Based Payment Instrument Issuers" (CBPII) in accordance with PSD2. For further information, you should check with the Central Bank of Ireland. In addition, the European Banking Authority maintains an electronic central register of established institutions which can be publicly accessed through its website;

4.1.2 other third parties that may be approved by us from time to time as listed on our website (www.aib.ie).

4.2 If you consent to a third party accessing your Account online that is not approved by us or appropriately registered or authorised in accordance with Condition 4.1, we will not be liable for any loss you suffer as a result.

4.3 Before you consent to a third party accessing your Account online, you should inform yourself as to the degree of access you are consenting to, what Account information that third party will have access to and how your Account information will be used and who it may be passed to. For AISPs and PISPs you will provide the necessary consent to access your Account to them directly. In the case of CBPIIs, consent must be provided to us directly before the CBPII is granted access.

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

- 4.4.1** in certain cases the third party cannot access your Account if our AIB Internet Banking service is unavailable. Please see Conditions 19 and 20 for more information;
- 4.4.2** the third party will have access to the same information in relation to your Account as you would if you were to access the Account on AIB Internet Banking. Please see Condition 8 for more information;
- 4.4.3** you are usually entitled to withdraw such consent but this may not always be possible (for example, where we have started to process a payment, you cannot withdraw your consent to initiate that payment). To withdraw your consent, you must advise the relevant third party or, in the case of a CBPII, inform us directly. If you have any concerns in relation to the security of your Account, you must contact us without undue delay in accordance with Condition 2;
- 4.4.4** to the extent permitted by law or regulation and subject to any right to refund you may have under your Account Conditions, we are not responsible for anything that the relevant third party does or does not do (for example, if they suspend or terminate your use of their service) or for any resulting losses. We are also not responsible for, or a party to, any agreement that you enter into with any relevant third party. You should make sure that you read and comply with such agreement or other policies and obligations and this Agreement will continue to apply (for example, the third party may charge you fees in relation to your use of their service and such fees will be in addition to any fee we may charge).
- 4.5** Where we consider it appropriate, we may deny any third party access to your Account online for any valid reason (for example, for the prevention of fraud, money laundering or terrorism). Where we do so, we will let you know either in writing, via AIB Internet Banking (for example, in your payment logs or My Messages), over the phone or by email. Where possible, we will tell you our reason(s) for doing so, unless restricted by law or security reasons.

5 The application of foreign exchange rates to transactions

- 5.1** Any payment on your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate. For details of the applicable rates and procedures please see your Account Conditions and Fees and Charges Booklets.
- 5.2** If we receive a payment instruction after the cut-off time on a Business Day (or on a day that isn't a Business Day (see condition 6 below)), we will generally process it on the next Business Day, although we may process it on the day we receive it, in accordance with the Account Conditions.

6 Time periods for payments and payment limits

- 6.1** Our ability to execute a payment instruction within the applicable maximum execution time is dependent on our receiving the relevant instruction before the applicable cut-off times. The applicable cut-off times are available on AIB Internet Banking, the Website or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions). Any payment instructions in respect of the Accounts issued by you via the Banking Services must be received by us

before the relevant cut off time, in order to be dealt with by us on that Business Day. Any payment instructions in respect of the Accounts issued via the Banking Services received by us after the relevant cut off time or on a non-Business Day will, subject to our acceptance of such instruction for execution, be dealt with on the next Business Day unless you are otherwise notified through the Banking Services. We are not responsible for any delay in the processing of international payment instructions where the date of receipt of payment in the recipient jurisdiction is not a business day in that jurisdiction or in the jurisdiction of the payment currency.

- 6.2** Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the payee's bank to process and apply the payment to the payee's account.
- 6.3** Details of the applicable execution timeframes are available in the Account Conditions, on AIB Internet Banking, on the Website, or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).
- 6.4** Upon receipt of a proper and complete request from you for a Top-Up, AIB will debit the Nominated Account within a matter of minutes subject to mobile service provider availability and forward an electronic request to the relevant mobile network operator to provide a credit of the amount transferred for the benefit of the pre-paid mobile phone number nominated by you.
- 6.5** Details of the daily transactional limits in relation to the Banking Services and the maximum aggregate amount which you may transfer using the Banking Services (whether by Bill Payments, Money Transfers, Top-Ups and/or otherwise) during any Business Day are available on the Website, the relevant AIB Banking App or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

7 Our liability to you

- 7.1** To the extent permitted by law, and notwithstanding anything to the contrary herein, we shall not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence or Condition 7.2 below applies. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever.
- 7.2** If you suffer fraud through AIB Phone & Internet Banking, we will refund you the full amount taken fraudulently from your Account, provided that:
 - 7.2.1** you have not acted fraudulently;
 - 7.2.2** you have acted fully in accordance with these Conditions (in particular Condition 2) and your Account Conditions; and
 - 7.2.3** you keep your computer and/or where appropriate your Mobile Device security software (e.g. anti-virus, anti-spyware and firewall software) up to date and run regular security scans.
- 7.3** We will have no liability to you for any loss suffered by you where:
 - (a) we reasonably think you have acted fraudulently and we notify the relevant national authority of this; and/or
 - (b) you have fraudulently, intentionally or with gross negligence:

- (i) failed to keep safe or not used any Security Device and/or Mobile Device in accordance with these Conditions or any terms and conditions applicable to it; and/or
 - (ii) failed to tell us in accordance with Condition 2.3.8 about the loss, theft or misappropriation of any Security Device and/or Mobile Device.
- 7.4** Nothing in this Condition 7 will stop us being responsible for your loss if:
- 7.4.1** we act fraudulently, with gross negligence or such loss is as a result of our wilful misconduct; or
 - 7.4.2** law or regulation does not allow us to exclude or limit liability.
- 7.5** We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. Where we provide you with services which are not subject to the Payments Services Directive we shall not be liable to you for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
- 7.6** We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.
- 7.7** Notwithstanding any other provision in the Conditions, we may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. You acknowledge and agree that, to the extent permitted by law, we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.
- 8 Information on Account Balances and Statements**
- 8.1** You acknowledge that any Account balance quoted through AIB Phone & Internet Banking may not be fully up to date. For instance the quoted Account balance may not have been appropriately adjusted to include any debit or credit (whether paper or electronic (including via SMS Message)) transactions processed or issued since close of business on the previous Business Day. You accept that, as the Account balance quoted may contain uncleared transactions, it may be adjusted in the event of non-payment of any such transactions. You also accept that for certain Accounts an account balance may not always be available.
- 8.2** You should carefully examine any account information received by you, or any other information provided by us to you, through the Banking Services from time to time and report any errors or omissions to us in writing without undue delay as required in the Account Conditions. Nothing herein will prevent us or you subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.
- 9 eStatements and eFee Advices**
- 9.1** We may issue electronic statements (“**eStatements**”) and/or electronic Fee Advices (“**eFee Advices**”) on your Account via AIB Internet Banking. In some instances we may issue eStatements and/or eFee Advices only.
- 9.2** Where your Account is a joint Account, you may not be eligible to receive eStatements and/or eFee Advices.
- 9.3** For certain Accounts and where applicable, you may at any time ask us to stop issuing paper statements and/or paper Fee Advices and issue eStatements and/or eFee Advices instead. You can do this by either choosing that option on AIB Internet Banking or we may switch to issuing eStatements and/or eFee Advices only. If you choose to do so or we switch you, we will no longer issue paper statements and/or paper Fee Advices to your postal address and the next statements and/or Fee Advices will issue electronically only. You may switch back at any time by following our procedures.
- 9.4** If you receive eStatements and/or eFee Advices only, you may at any time request that we issue your next and subsequent statements and/or Fee Advices in paper form by post in addition to electronically. This may be done by following our procedures on AIB Internet Banking, by contacting our customer service helpline or by writing directly to us. The timeframe for restarting paper statements and/or Fee Advices will vary depending on how you contact us (our contact details are set out in the “Contacting us” section of these Conditions).
- 9.5** Should you request a paper copy statement following issuance of an eStatement, a duplicate statement fee may be applied in accordance with the fees and charges applicable to your Account.
- 9.6** You may not receive any notification (either electronic or postal) that an eStatement and/or eFee Advice is available to view. You should regularly access the relevant section of the AIB Internet Banking service to check whether a new eStatement and/or eFee Advice is available. It is your responsibility to access eStatements and/or eFee Advices online.
- 9.7** Upon accessing any eStatement and/or eFee Advice on AIB Internet Banking, the eStatement and/or eFee Advice will be displayed in a separate session window. This means that when you close AIB Internet Banking, the eStatement and/or eFee Advice will remain on your screen unless this is also closed by you. You must close this session window and not leave it open to view by, or be in any way accessible to, third parties. You must not save an eStatement or eFee Advice on any device which is not your own.
- 9.8** eStatements in relation to an AIB Credit Card Account and all other eStatements and eFee Advices will be stored by us and available to view for a minimum of 12 months and a maximum of seven years from the date they become available. You should print, save or otherwise store your eStatements and/or eFee Advices if you wish to be able to view them outside these timeframes.
- 9.9** Should any of your Accounts be closed or should this Agreement be terminated, you will no longer be able to view your eStatements and/or eFee Advices online in PDF form. It is your responsibility to print, save or otherwise store your eStatements and/or eFee Advices if you wish to be able to view them in these circumstances.
- 9.10** We may at our discretion, at any time and for any reason, suspend your access to eStatements and/or eFee Advices during which time you may receive paper statements and/or Fee Advices by post. Such suspension may be caused by circumstances beyond our control.
- 9.11** If we issue eStatements and/or eFee Advices only for an Account and you remove that Account from AIB Internet Banking, we will issue paper statements and/or Fee Advices for that Account by post.
- 9.12** You agree that references to statements and/or Fee Advices in the Account Conditions, in these Conditions or

any other applicable conditions shall include references to eStatements and/or eFee Advices. For the avoidance of doubt, all provisions of the Account Conditions and these Conditions dealing with the provision of information apply equally to the issuance of eStatements and/or eFee Advices.

9.13 You agree that AIB shall have no greater liability in respect of loss or damage suffered directly or indirectly arising out of, or in relation to, the provision by us and access by you of eStatements and/or eFee Advices than would be the case if you received paper statements and/or paper Fee Advices only.

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

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

10.2 You acknowledge and accept that account balance information on accounts with AIB Finance & Leasing quoted through AIB Phone & Internet Banking is in all cases subject to the terms and conditions of the form or authorisation completed by you and furnished to AIB Finance & Leasing in respect of the provision of such information through AIB Phone & Internet Banking.

10.3 You acknowledge and accept that the policy information in relation to your Ark Life and/or Irish Life products quoted through AIB Phone & Internet Banking is in all cases information relating to the policy as at close of business on the Business Day prior to the day of quotation and that such policy information is in all cases provided subject to the terms and conditions of the form of authorisation completed by you and furnished to Ark Life and/or Irish Life in respect of the provision of such information through AIB Phone & Internet Banking.

10.4 You shall carefully examine AIB Finance & Leasing, and/or Ark Life account information and/or Irish Life account information received by you from time to time and shall report any errors or omissions to AIB Finance & Leasing and/or Ark Life and/or Irish Life, as appropriate, in writing within 30 days from the date of dispatch of such account information. In the event that no error or omission is reported by you within the time specified, AIB Finance & Leasing and/or Ark Life and/or Irish Life shall be entitled to rely on the conclusiveness of the relevant account information as respects further transactions, provided that nothing herein will prevent AIB Finance & Leasing and/or Ark Life and/or Irish Life or you subsequently adjusting the account information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

11 Charges/Fees

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

11.2 Subject to notifying the relevant authority where applicable, we may from time to time alter such fees and charges and introduce new fees and charges. Such variation will be notified to you in accordance with Condition 13.

11.3 In relation to any SMS Message(s) sent by us (at our absolute discretion) in connection with the Banking Services (the "**Text Banking Services**"), separate mobile network charges may apply and you are advised to refer to the mobile network operator that you are using, for further details relating to the cost of sending or receiving

SMS Messages. You acknowledge and agree that, while we shall endeavour to make the Text Banking Services available to you, in the event of the Text Banking Services being unavailable you may still be charged for SMS Messages sent by you for the purposes of requesting or using the Text Banking Services.

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

12 Termination of the Agreement

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

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

12.1.2 if you cease trading;

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

12.1.4 if you die;

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

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

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

12.1.8 if we reasonably believe that any of the Banking Services have been used negligently, illegally or fraudulently by you, or by a third party as a result of your negligence or recklessness;

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

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

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

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

12.3 You can ask us to end the Agreement at any time by contacting us in accordance with the 'Contacting us' section. However, if you have not accessed Phone & Internet Banking for 12 months, or if you no longer have any Accounts (which may be utilised to avail of the Banking Services), we will take it that you have ended the Agreement with us. You remain liable for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

12.4 Notwithstanding your death or incapacity all payments made by us at the debit of any Account, including the Nominated Account, shall be valid and binding upon you and your estate or legal representative if made prior to the receipt by us of written notice of such death or incapacity.

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

12.6 Any termination of the Agreement and/or any of the Banking Services is without prejudice to your continued

liability for any outstanding indebtedness. In this regard any amounts for which you are liable on the date of termination shall become immediately payable on that date subject to any right of refund pursuant to the Payment Services Directive.

13 Variation of the Agreement

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

14 Notices

14.1 Save where expressly provided, any notice required to be given by you to us in connection with the subject matter of the Agreement shall be given in writing and sent through the post addressed to AIB, AIB Phone Banking, P.O. Box 24, Naas, Co. Kildare.

14.2 Save where expressly provided, any notice required to be given by AIB to you in connection with this Agreement may be given by any means available to us at the time which is required or permitted by law or regulation, such as a notice provided to you by post, email, text message, through our online banking services (such as accessing AIB Internet Banking (including through My Messages)), by recorded message by accessing AIB Phone Banking, by SMS Message through AIB Top-Up Services, on our Website, published in a national daily newspaper or displayed in one of our branches.

15 Complaints

15.1 If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.

15.2 If you wish to make a complaint, you can do so by visiting our website or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into and makes a decision on, the complaints of personal and some small business customers.

15.3 If you are a business with an annual turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box no. 559, Dublin 1. You'll find more about the steps we take to try to solve your complaint in our complaints brochure, which is available in any of our branches or on our website.

15.4 You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

16 Use of Information and Confidentiality

16.1 For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in branches and online. It may change from time to time.

16.2 You shall ensure that all information obtained from us by you relating to our operations, services, software, hardware and/or systems in connection with the Agreement shall be treated by you in strictest confidence and (with the exception of you choosing to give your Registration Number and PAC to a third party in accordance with Condition 4), shall not be disclosed by you to any third party unless it is already in the public domain.

16.3 The Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT) processes

payments on behalf of financial services providers worldwide and is currently the only organisation providing such a service. All transactions processed in Belgium are replicated in a back-up system (known as a 'mirror site') in the United States of America (US). Maintaining a geographically separated back-up infrastructure to ensure continued operation is in line with international standards and supervisory requirements. On foot of official subpoenas, transaction data held in the US 'mirror site' may be disclosed to US or other authorities for the purposes of combating terrorism and other serious crimes. Therefore, by instructing us to execute a payment instruction, any information you provide to us in order to effect a payment instruction could potentially be disclosed to the US authorities. We reserve the right to amend this notice at any time. You should regularly check for any amendments.

16.4 We are entitled to, but not obliged, to record all communications from, or instructions given by you to us, or messages sent by us to you through AIB Phone & Internet Banking.

17 Intellectual Property

17.1 The intellectual property rights in all data, information, systems, processes or other material used by or developed by us for the purposes of providing the Banking Services or performing our obligations under the Agreement shall remain vested, or upon their creation vest, in us or our licensors.

17.2 The copyright and all other rights in any software or firmware in devices provided by us and in any user guides or other information provided to you, remains owned by us or by the person who licenses it to us (if applicable). You must use any software, firmware or devices provided by us exclusively in connection with this Agreement and for the purpose of receiving the Banking Services as contemplated by the Agreement and as described in any user guide or other information we provide to you. You will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.

17.3 Without prejudice to the generality of Condition 17.2, you must use any AIB Banking App in accordance with the terms and conditions of the licence under which it can be downloaded from the relevant software application distributor.

17.4 Save where otherwise specified, the intellectual property rights and contents of the Website and any AIB Banking App are owned by us or our licensors. Reproduction of part or all of the contents of the Website and/or any AIB Banking App in any form is prohibited without our prior consent, other than that you may print or download one copy of the contents of the Website and/or any Banking AIB App for personal non-commercial use.

18 Roaming

If you use AIB Top-Up Services and/or AIB Internet Banking:

18.1 whether or not you will be entitled to avail of any Banking Services outside of Ireland which require you and/or us to send any SMS Message(s) will depend on the service provided by the relevant mobile network operator;

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

18.3 you are advised to refer to your mobile network operator for further details and for details of charges which apply

to the sending and/or receiving of SMS Messages and/or to the transmission or receipt of data via AIB Internet Banking.

19 Temporary Withdrawal of Service

- 19.1** In the event of a breakdown, fault or malfunction of, or connection to, any system used in connection with AIB Phone & Internet Banking, or where there is a real or potential security risk, we shall be entitled, without incurring any liability to you, to temporarily suspend the relevant Banking Services or access to AIB Phone & Internet Banking for such reasonable period as may be required to remedy, address or resolve the system issue.
- 19.2** We shall not be in breach of our obligations under the Agreement, nor liable for any loss, damage or other liability suffered by you or any other person, if there is a delay in, or any total or partial failure of, performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, act of terrorism, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system or any other computer system, failure of or delay in the transmission of SMS Messages via any mobile phone network or failure of any other telecommunications network, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any acts or omissions of our agents or third parties, or any other reason (whether or not similar in kind to any of the above) beyond our control.

20 Security, Maintenance and Availability

- 20.1** You accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In consequence we cannot guarantee the privacy or confidentiality of communications via such media although we will put in place security measures to protect these methods of communications.
- 20.2** From time to time it may be necessary or desirable for security reasons, maintenance, upgrades or other reasons to:
- 20.2.1** make certain or all of the Banking Services unavailable to you; and/or
 - 20.2.2** delay implementation of any new Banking Services; and/or
 - 20.2.3** withdraw, replace or reissue any Security Device, Debit Card and/or any other authorisation process; and/or
 - 20.2.4** change authentication procedures or processes for accessing AIB Phone & Internet Banking and while we will use reasonable endeavours to minimise any inconvenience caused to you, you accept that these events may occur and that we have no liability to you in the event of this happening. Where we change authentication procedures for accessing AIB Phone & Internet Banking then, notwithstanding Condition 13 we may introduce these procedures by giving instructions to you via the AIB Phone & Internet Banking system in respect of which such procedures are being introduced.
- 20.3** You acknowledge that the Banking Services may not be available during the period from 03.00 to 07.00 hours Irish Standard Time.
- 20.4** You further acknowledge that in respect of certain Accounts we may make some Banking Services

unavailable to you for particular periods (other than for the reasons outlined in Conditions 20.2 and 20.3 above). Where this is the case, we will endeavour to set out any possible periods of unavailability in the account balance screen for that Account in AIB Internet Banking.

21 Equipment

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

22 Indemnity

You undertake to us to comply strictly with the Agreement. You acknowledge that your compliance with the Agreement is designed to minimise the risk of unauthorised use of AIB Phone & Internet Banking. Except as set out elsewhere within these Conditions, you agree to indemnify us in full in respect of any loss or damages which may arise to AIB, you or any third party as a consequence of your non-compliance with the Agreement.

23 Agency

You agree that you have entered into the Agreement for your own benefit and not for the benefit of another person, and may not subcontract or assign any of your rights or obligations under the Agreement. You acknowledge that AIB enters into the Agreement for itself and as agent for any member of the AIB Group where that member of the AIB Group has an agreement with you in respect of a product or service to which the Banking Services that are provided to you apply.

24 Severability

If, at any time, any provision of the Agreement (or any part of a provision of the Agreement) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the remainder of the Agreement (including the remainder of a provision where only part thereof is or has become illegal, invalid or unenforceable).

25 Waiver

Any waiver by us of a breach or default of any of the provisions of the Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on our part to exercise or avail of any right, power or privilege that we have or may have, operate as a waiver of any breach or default by you.

26 Contacting us

At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found online at www.aib.ie.

Our address is:

AIB, AIB Phone Banking, P.O. Box 24,
Naas,
Co. Kildare.

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

AIB Internet Banking Helpdesk: You may also contact us on our customer service helpline if you need urgent help with, or you have a question about, AIB Internet Banking. You can also visit www.aib.ie for information.

27 Contacting you

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

28 Business Users

28.1 The following provisions of this Condition 28.1 apply to business Account Holders only. For the avoidance of doubt, if you are an individual and use AIB Phone and Internet Banking both in relation to your capacity as a Consumer and for the purposes of your business, trade or profession, this Condition 28.1 only applies to you to the extent that you use are using AIB Phone and Internet Banking for the purposes of your business, trade or profession:

- 28.1.1** Without prejudice to any other exclusion or limitation on liability under the Agreement, and notwithstanding any other provision of the Agreement, to the extent permitted by law, we shall not be liable for any loss suffered by you in connection with the Agreement except to the extent directly attributable to our fraud or negligence or where Condition 7.2 applies.
- 28.1.2** You acknowledge and agree that we shall not be liable for any loss which arises as a result of:
- (a) the non-availability, non-functioning or malfunctioning of AIB Phone & Internet Banking;
 - (b) any corruption of data, any breakdown, interruption or errors caused to your software or hardware as a result of using AIB Phone & Internet Banking;
 - (c) any action or inaction taken by or against us as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of AIB Phone & Internet Banking;
 - (d) any failure by you to use AIB Phone & Internet Banking in accordance with the Agreement or your misuse or abuse of AIB Phone & Internet Banking;
 - (e) our failure to act in accordance with any instruction from you where there are insufficient funds in the relevant Account to effect a transaction or if the transaction, if effected, would result in any applicable limits being exceeded;
 - (f) any act, delay or error by a third party, including another financial institution, including failure by a third party to accept or acknowledge receipt of funds, or for any delay by us in advising you, and/or crediting your Account, if an instruction is not successfully processed by a third party;
 - (g) reliance upon any information received through AIB Phone & Internet Banking; or
 - (h) disclosure of information to unauthorised persons as a result of the transmission of such information electronically.
- 28.1.3** You agree that under no circumstances shall we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever indirect, special, incidental or consequential loss (including any suffered by you as a result of an action brought by a third party) even if that loss was reasonably foreseeable, or

even if we had been advised of the possibility of the loss being incurred.

- 28.1.4** You indemnify and agree to keep us indemnified against all loss suffered or incurred by us and all claims made against us in relation to the Agreement provided that we will not be entitled to rely on this indemnity in respect of any loss or claim attributable solely to our fraud or negligence or where Condition 7.2 and/or 7.3 applies. For the avoidance of doubt, in the case where any Account is held with a subsidiary or an associated company of AIB, such subsidiary or associated company shall be entitled to the benefits of this indemnity.
- 28.1.5** We do not make any representations or warranties to you concerning AIB Phone & Internet Banking, and we exclude any representations, warranties, terms and conditions, whether express or implied and whether statutory or otherwise to the fullest extent permitted by applicable law in connection with AIB Phone & Internet Banking.
- 28.1.6** You represent and warrant to us that you are entitled and authorised to enter into the Agreement and that the provisions of the Agreement constitute legal, valid and binding obligations on you.
- 28.1.7** As a business Account Holder, you acknowledge and agree that you are solely responsible, without limitation, for:
- (a) selecting, appointing and ensuring the suitability and integrity of your nominated User;
 - (b) the actions or omissions of your nominated User;
 - (c) ensuring that your nominated User has read, understood and complies with the Agreement and complies with all local laws and regulations in using AIB Phone & Internet Banking; and
 - (d) ensuring in the event your nominated User changes, you effect a change to your PAC in accordance with Condition 2 and that the new PAC is not disclosed to any person other than your new nominated User.
- 28.1.8** As a business Account Holder that is a company, you acknowledge and agree that any change in the identity of the person authorised to act as your nominated User must be notified to us by sending us a completed "Amendment of nominated User" form. Until such time as the correctly completed "Amendment of nominated User" form has been processed by us and the new nominated user has changed the relevant Registration Number and PAC, you acknowledge the previous nominated User may have access to your Account via the Banking Services.
- 28.1.9** As a business Account Holder, you acknowledge and accept that some of the Banking Services may not be made available to you.
- 28.1.10** For the avoidance of doubt, as a business Account Holder, you irrevocably and unconditionally authorise us to act upon all instructions and authorisations in relation to AIB Phone & Internet Banking (including the Banking Services accessed through AIB Phone & Internet Banking) sent to us by your nominated User.
- 28.2** For the avoidance of doubt, the provisions of Condition 28.1.1 shall not form a part of the Agreement between

us and any party using AIB Phone & Internet Banking as a Consumer, and nothing in Condition 28.1 shall in any way affect the interpretation of any other provision of an Agreement between us and any party using AIB Phone & Internet Banking as a Consumer. If you are an individual and use AIB Phone & Internet Banking both in relation to your capacity as a Consumer and for the purposes of your business, trade or profession, you will be deemed to have entered two separate and distinct Agreements (one as Consumer and one as a business Account Holder) with us and neither shall be interpreted by reference to the other.

- 28.3** Nothing in the Agreement shall affect any of your statutory rights in relation to your use of AIB Phone & Internet Banking as a Consumer, except to the extent permitted by law.
- 28.4** You agree that paragraphs (1) and (2) of Regulation 13 and paragraphs (1) (a) and (2) of Regulation 14 of S.I. 68/2003 – European Communities (Directive 2000/31/EC) Regulations 2003 do not apply.

29 Electronic information

For the Registration Process(es) and where you apply for or access any of the Banking Services through AIB Phone & Internet Banking, you agree and consent that:

- 29.1** any related documents and/or information may be provided in electronic form;
- 29.2** any related documents and/or information may be retained, presented and produced by AIB in electronic form whether originally provided in electronic form or otherwise;
- 29.3** both you and AIB may use an electronic signature to sign any related documents; and
- 29.4** when asked to do so by AIB, you will print, save or download any documents provided in electronic form by AIB.

30 Governing Law

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

Debit Card

Terms and Conditions of Use

Effective from 16th June 2020



Debit Card Terms and Conditions of Use effective from 16th June 2020

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 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, 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;

'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;

'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;

'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 over the internet, such as Verified by Visa, 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;

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.
- 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, copied, stolen, 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 also won't 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 can 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, for example at a cash machine or at a card terminal (for example, in a shop);
 - use your 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** 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.
- 3.4** We can't cancel a Transaction that you have authorised. If you have a continuous payment instruction (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 payment is due to leave your Account. You should also give written notice to that third party and keep a record of any contact made.

Unauthorised Transactions

- 3.5** Except as set out in the rest of this 'Unauthorised Transactions' section, 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.

- 3.6** 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 per unauthorised Transaction. 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).
- 3.7** 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.
- 3.8** 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?

- 3.9** 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.
- 3.10** 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.
- 3.11** 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 in 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 you follow or use to make an instruction or confirm your identity (for example, a passcode, password or fingerprint).

How to keep your Card 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 (for example, your Safeguard System passcode). 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 or that its safety has been compromised.
- 4.3** You must not give your Device to other people or allow others to use it without first disabling any Digital Cards you may have registered to it.
- 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 or Security Details. We will also accept notification from Visa 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 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 a police 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 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 If you use your Card for any non-euro Transactions, the amount spent will be converted to euro on the date the amount is debited from the Account. This may not be the same day as the actual Transaction. This is done in accordance with rules set by third parties (for example, Visa) and is beyond our control. If you contact us on the day of the Transaction we can provide you with an indicative rate of exchange if it is carried out in countries in the EEA. We do charge for non-euro transactions as detailed in the Fees and Charges Booklets.
- 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 We don't charge any additional fees 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:
- 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;
 - if you do not comply with this Agreement, any other agreement with us or any Third Party Agreement;
 - 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;
 - 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);
 - 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;
 - 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;
 - where you have acted fraudulently or with gross negligence;
 - if any of the details you gave us were wrong or insufficient;
 - 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 major problem with a payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).

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.

- 6.2 Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss, if:
- we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
 - 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 in this 'Our responsibility to you' section.

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:
- you will comply with your obligations under this Agreement;
 - 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 **pay your debts**, 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:
- repay any amount you owe us (including any payments not yet processed and any fees or charges owed);
 - cancel any payment due to be made to or from the Card (for example, to utility or insurance companies); and
 - 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. 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.

- 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 'Are there any exceptions' section below for examples), 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 assume 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, 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);

- e) **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
- f) 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. Our VAT number IE8E86432H.
- 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 wish to report it as stolen or if you have concerns about the safety of any aspect of your Card, 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 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. 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 or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.
- 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. It may change from time to time.