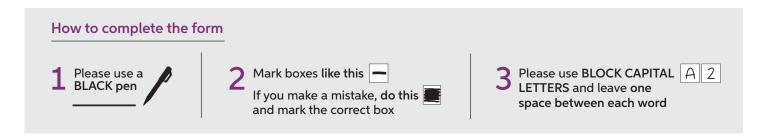




# iBusiness Banking

#### iBusiness Banking Bureau Application Form



#### Welcome to iBusiness Banking

Try our iBB demo at www.aib.ie

See how much you can save using iBB at www.aib.ie/ibb

#### Need help completing this form?

If at any point throughout the application process you need assistance please pick up a phone and call the iBusiness Banking Customer Service team on the following numbers:

0818 72 00 00

+353 1 641 4889 (Outside ROI)

Mon-Fri 08:30 - 17:30

#### 1. Who do you want to use iBusiness Banking?

To be completed if you are a Bureau/Payroll Agent submitting Payment Files on behalf of other entities that are entities entitled to benefit from iBusiness Banking. Enter the names of the people that you want to access iBusiness Banking. Assign the access privileges that you want each User to have. You MUST tick at least ONE box in each section below. 1.1 iBusiness Banking Bureau Users USER 1 USER 4 LOCAL USER 2 USER 3 USER 5 **ADMINISTRATOR** First Name Surname 1.2 Select how you want to manage SECURITY, USER and BENEFICIARY changes on iBusiness Banking. Select how you want to control and verify security and administration changes on your iBusiness Banking by ticking ONE box below. Only ONE Local Administrator is required to authorise setup modifications. (MARK ONE BOX ONLY) OR TWO Local Administrators are required to authorise setup modifications (More secure in a multi-user environment). Now select the Users that you want to have Local Administration access By Default USER 1 is selected as Local Administrator, if you ticked box B above then you MUST select at least ONE OTHER User here. USER 1 • USER 2 (Mark box) USER 3 USER 4 (Mark box) USER 5 (Mark box) (Mark box) 1.3 Select the Users you want to AUTHORISE payments. Please indicate how many people you need to authorise payments: Only ONE User is required to authorise any payment. OR (MARK ONE Only ONE User is required to authorise any payment less than or equal to € **BOX ONLY)** For larger amounts TWO Users will be required. OR TWO Users are required to authorise ALL payments (More secure in a multi-user environment). Now select the Users that you want to be able to AUTHORISE payments for the Bureau. If you selected option B or C above or option B in section 1.2 you MUST select at least TWO Users here. USER 1 USER 2 (Mark box) USER 3 USER 4 USER 5 (Mark box) (Mark box) (Mark box) 1.4 Select the User(s) that you want to be able to CREATE payments (it does not allow the User to authorise payments). USER 1 (Mark box) USER 4 USER 2 (Mark box) USER 3 USER 5 (Mark box) (Mark box) Select the User(s) that you want to be able to VIEW the account information.

USER 1

USER 2

(Mark box)

USER 3

(Mark box)

USER 4

(Mark box)

USER 5

(Mark box)

# 2. What Accounts do you want to access? (Bureau Accounts Only) List your accounts which you want to see on iBusiness Banking – only your BUSINESS bank accounts can be shown. Your Local Administrator will be able to add / delete accounts when logged into iBusiness Banking. Access to these accounts can be restricted to certain individuals by your Local Administrator when you start using iBusiness Banking. 2.1 Your (Bureau) AIB Accounts (Business Accounts Only) The first account listed will be used for the deduction of iBB service charges, ("the Nominated Account") and must be a EUR branch current account. NSC Account Name **Account Number** 2.2 Bureau Currency Accounts (NSC is 93 00 67 or 23 85 90) Account Name NSC Account Number Currency 2.3 Bureau Business Credit Card Account Cardholder Name Credit Card Number 2.4 Bureau Finance and Leasing Accounts Account Name Account Number

#### 3. Terms of the Application

The Bureau MUST complete this section.

Before submitting the application form please read the checklist at the back to ensure that you have completed all the relevant parts correctly.

#### Please read the following statements and sign below to indicate that you accept the terms of the agreement.

The entity named in section 3.1 below (the "Bureau") applies to avail of iBusiness Banking ("iBusiness Banking" or "iBB") from Allied Irish Banks, p.l.c. (the "Bank"), and agrees to be bound by the terms of the Agreement, as defined in the iBusiness Banking Terms and Conditions (and for these purposes references to a 'Customer' in the iBusiness Banking Terms and Conditions shall refer to the Bureau). The Bureau acknowledges that this Application Form is part of the Agreement and further acknowledges that the Agreement or part thereof may be amended from time to time.

The Bureau, in connection with its business as a Payment File (as defined in the iBB Terms and Conditions) originator for its clients (which it will advise to the Bank from time to time) (the "Bureau Clients"), requests that the Bank allow Users nominated by the Bureau to create and submit Payment Files which debit/credit the relevant accounts of the Bureau Clients (provided always that each such client is an iBB customer and has provided the Bureau with the authority to do so) with the Bank through the Payment Files services.

Words, terms and expressions defined in the iBusiness Banking Terms and Conditions (save where otherwise defined herein) have, when used in this Application Form, the same meaning as they have in the iBusiness Banking Terms and Conditions.

By submitting this Application Form to the Bank, the Bureau certifies that the information provided is accurate and complete in all respects and acknowledges that the Bank will be relying on this information in processing the application. The Bureau nominates and authorises the Users to have access to iBusiness Banking on the terms of the Agreement.

If applicable the Bureau agrees to operate iBB on the basis of Single User Authorisation of payments and/or Single User Authorisation of administrative changes. The Bureau is aware of the reduced security associated with this arrangement and accepts full responsibility for any loss which they may suffer as a result.

The Bureau is responsible for ensuring that each Payment File has been authenticated by the relevant Bureau Client before it is submitted.

#### 3.1 Enter the details of the BUREAU applying for iBB

**Business Name:** 

Postal Address:				
Phone:		Fax:		
3.2 Signed on behalf of th	ne BureauWhat Happens Nex	xt?		
Signed on behalf of the BUREA The first signatory will be the p	AU noted above in accordance with rincipal Customer Contact. The Cust	the terms for iBusiness Banking. tomer Contact is the sole contact for all iBB communications		
AUTHORISED SIGNATORY NA	AME	SIGNATURE:	DATE:	
			Day	Month Year
E-MAIL ADDRESS:				
CONTACT NUMBER:				
ADDITIONAL COMPANY SIGN Note: These are individuals re		siness, and are not necessarily Users of iBB		
AUTHORISED SIGNATORY NA	AME	SIGNATURE:	DATE:	
			Day	Month Year
AUTHORISED SIGNATORY NA	AME	SIGNATURE:	DATE:	
			Day	Month Year
AUTHORISED SIGNATORY NA	AME	SIGNATURE:	DATE:	
			Day	Month Year

#### 4. Applying on behalf of a Company? ONLY Bureaus who are Companies should complete this section. This section details who is authorised to make decisions on behalf of the Company in relation to iBusiness Banking. This must be signed by the chairperson of the meeting (this person must be a director of the company) and countersigned by another director of the company or the Company Secretary. Company Resolution (Limited Companies Only) Minutes of the Meeting of the Board of Directors of (the "Company") Company Name duly held on the The Chairperson reported to the Board that: it was proposed that Allied Irish Banks, p.l.c. (the "Bank") (as the Company's bankers in Ireland), be requested to provide a cash management facility to the Company whereby the Company could conduct and control certain of its accounts and banking requirements with the Bank and the Bank's subsidiaries and associated companies through the Bank's iBusiness Banking Service on the internet or by any other such means as may be authorised by the Bank (the "Services"); in connection with the Company's business as a Payment File (as defined in the iBusiness Banking Terms and Conditions) processing agent for the Company's clients as advised to the Bank (and such further clients as may be advised to the Bank from time to time) (the "Clients") it was proposed that the Bank be provided with the authority of the Clients to allow the Company and its nominees to create, submit and administer Payment Files through the Services which debit/credit the Clients' account(s) with the Bank; the Bank has agreed to provide the Services to the Company on such terms as have been agreed between the Bank and the Company and which are set out in the Agreement, as defined in the iBusiness Banking Terms and Conditions, a copy of which was presented to the meeting, conditional on the proper completion and submission to the Bank of the application documents for and on behalf of the Company. After careful consideration the Directors formed the view that the Services would be for the benefit of and conducive 2. directly and indirectly to the business of the Company and accordingly IT WAS RESOLVED that it is to the commercial advantage and in the best interests of the Company to avail of the Services; that all the terms and conditions of the Agreement governing the Services are acceptable and are hereby approved; (iii-a) that the following individuals are authorised to sign the iBusiness Banking Application Form, any document amending the Agreement or any ancillary document and do all or any of the acts or things on behalf of the Company as they in their discretion think fit in connection with the services: Who is authorised to apply for iBusiness Banking? The following people are authorised to make decisions on behalf of the group of companies in relation to iBusiness Banking AUTHORISED SIGNATORY: PRINT NAME SIGNATURE AUTHORISED SIGNATORY: PRINT NAME SIGNATURE SIGNATURE AUTHORISED SIGNATORY: PRINT NAME AUTHORISED SIGNATORY: PRINT NAME SIGNATURE (iii-b) that from the above signatories the following number must be present to authorise any documentation of requests: 4.2 How many are required to sign the application form? The following number of the above individuals are needed to co-sign this iBusiness Banking Application Form: E.g. If you tick the box marked 'Any 2 Signatories', then this form and any future iBusiness Banking requests MUST be signed by 2 of the people listed above. MARK ONE BOX ONLY Any 1 signatory Any 2 signatories All signatories that the authorised signatories above may only be changed by resolution of the Board, certified to the Bank in writing under the hand of a Director and countersigned by a second Director or the Secretary of the Company. that the Agreement shall remain in full force unless and until it is terminated by resolution of the Board and notice given to the Bank of such resolution or by notice in writing to the Bank under the hand of a Director and countersigned by a second Director or the Secretary of the Company. 4.3 Company Resolution Signatories IT IS HEREBY CERTIFIED that the foregoing is a true extract from the minutes of the meeting of the Board of Directors of the above named company. This must be signed by the chairperson of the meeting (this person must be a director of the company) and countersigned by another director of the company or the Company Secretary. TWO separate signatures are required. CHAIRPERSON: PRINT NAME SIGNATURE DIRECTOR/COMPANY SECRETARY: PRINT NAME SIGNATURE

#### **Check List for the Bureau**

Before you submit your application, please read through the following list to check that you have completed the form correctly. This will help speed up your application.
Ensure that Sections 1-3 and, where relevant, Section 4 of this application form are complete.
The BUREAU CLIENT application and authorisation form must be completed by the Bureau Client and returned by the Bureau Client to its account holding branch for approval.
You must send this completed application form to your branch to be approved and processed.
You will receive notification of the OIN limit of each Bureau Client when its Bureau Client application and authorisation form has been approved by its branch.

#### Thank you for applying for iBusiness Banking

#### What Happens Next?

- Please return your application form to your branch.
- You will receive your Digipass and your log on details via standard mail.
- Users and Local Administrators will receive letters instructing them how to proceed. Local Administrator(s) need to collect their

PAC (Personal Access Code) from their Branch / Relationship Manager.  Once all Users have received their Digipasses and are validated by Local Administrator(s) you're ready to go.						
FOR BANK USE ONLY						
ATTENTION! The ORIGINAL form must be kept in branch and a COPY should be EMAILED (ibb.after.sales@aib.ie) or FAXED ((01) 608 9454) to the iBusiness Banking Set-up and Amendments Team for processing.						
iBB Bureau Cash Management Limit						
MAXIMUM DAILY AMONT): €	The default amount will be applied if this field is left blank.					
For details on assigning Limits please refer to InfoBank.						
<b>BILLING</b> - If a business has a connection with other clients using iBu	siness Banking, they are entitled to lower iBusiness Banking serv	vice charges.				
To avail of this offer one of the Bureau must agree to be billed for the total charge for all the businesses in the relationship. (For details of the policy please refer to Infobank)						
NOMINATE THE PRINCIPAL CLIENT FOR BILLING: (Block Capitals)						
I confirm that the appropriate Credit Approval is in place and the signatories on the resolution and the application have been verified (see InfoBank for details).						
AUTHORISED SIGNATORY AT BRANCH: PRINT NAME	SIGNATURE:	DATE:  Day Month Year				
SIGNING NUMBER:						
CONTACT NUMBER:						
I confirm that I have checked the application as per InfoBank guide	lines.					
BRANCH COORDINATOR NAME: PRINT NAME	SIGNATURE:	DATE:  Day Month Year				
STAFF NUMBER:						

For assistance or queries please contact: Phone: (01) 7726686 Mon - Fri 08:30 - 17:30 Alimail ID: IBUSBANK (Branch contacts as opposed to customer).



# Terms and Conditions governing iBusiness Banking (iBB)

Effective from 24th April 2023

Terms and Conditions governing iBusiness Banking (iBB)

#### 1. DEFINITIONS

In these Conditions:

**Account** means any accounts in your name, whether in sole or joint names, with us or any of our subsidiaries, or associated companies, which has been designated by you and approved by us for access and use through the Services.

**Account Conditions** means our terms and conditions which apply to your Account.

Agreement means these Conditions, the iBusiness Banking Application Form, the Account Conditions, the Treasury Conditions (as relevant) and such additional resolutions and documents as may be required by us or that are incorporated into these Conditions or otherwise become part of our agreement with you for the Services.

**AIB App** means an AIB application which can be downloaded from a software application distributor(s) and which can be used to access the Services.

**Banking Services** means any banking, financial, investment, insurance or other services which we have agreed, at our discretion, to make available to you through iBB. For the avoidance of doubt, not all services will be available to or through third parties and we may, at our discretion, vary the Banking Services available on iBB and/or only make available to you a limited number of the Banking Services on iBB.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland, provided that the TARGET interbank payment system is also open. For execution timeframes for a payment to an account with another financial services provider, Business Day means a day on which that financial services provider is also open for business.

**Cash Management Limit** means the maximum payment amount of all Users from all Accounts that can be transacted on the Services in a Business Day or non-Business Day.

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

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

**Client Contact** means the individual appointed by you and who is so named, or named as a Customer Contact, on the application documents.

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

**File Format Specification** means the detailed information regarding how your Payment Files should be formatted. The File Format Specification can be found on our website www.aib.ie.

**Group** means a Lead Customer and its Group Customers.

**Group Customer** means any legal entity or unincorporated body or association identified as a "Group Customer" on the application documents and which identifies its Lead Customer on the application documents.

**Lead Customer** means the legal entity or unincorporated body or association identified as the "Lead Customer" on the application documents.

**Local Administrator** means each person nominated by you in the application documents as your local administrator for the purposes of the Services, and who will have full access to the functionality of the Services and will be authorised to access and use the Services, including for the purposes of authorising additional local administrators and other Users.

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

**Mobile Device** means a portable computing device capable of accessing the Services through any AIB App, including devices that are wearable.

**Nominated Account** means the Account nominated by you from which all and any charges, fees or other sums howsoever arising due, or payable to us by you in connection with the Services should be deducted.

Payment Files means bulk electronic payment services that we provide to you under the Agreement as part of the Services which are processed in accordance with the Single Euro Payments Area (SEPA) rules or the rules of any other applicable payment processing system (including those associated with non-euro denominated transactions). Full details of the countries within SEPA are available on our website www.aib.ie.

**PSD** means the Payment Services Directive (EU Directive 2015/2366 relating to payment services), as transposed in Ireland, and as amended or replaced from time to time.

Security Device means any numbers, codes, words, biometric information (including fingerprint details) or other security measure or procedure we require you to use in connection with the Services, including, but not limited to any iBB user identification code (Userid), your iBB personal access code (PAC), your iBB user password (Passphrase), your iBB user security device (Digipass), your Digipass personal identification number (Digipass PIN), any Digipass or other device generated single use authorisation security codes and / or each relevant originator identification number (OIN) provided by us to you. Reference to Security Device includes any procedures you or a User need to follow in using any Security Device.

**Services or iBusiness Banking or iBB** means the electronic, digital and other technology systems made available by us to enable you to access the Banking Services electronically or by other digital means (for example, by access to any website or AIB App) from time to time.

**TPP** means a third party that is appropriately registered or authorised as an "Account Information Service Provider" and/

or a "Payment Initiation Service Provider" and/ or a "Card Based Payment Instrument Issuer". For further information on TPPs, you should check with the Central Bank of Ireland (www.centralbank.ie). In addition, the European Banking Authority maintains a central register of established institutions which can be publicly accessed through its website (www.eba.europa.eu).

**Treasury Conditions** means the conditions which apply to our treasury services.

**Unique Identifier** means a combination of letters, numbers or symbols we use to identify the bank account of the payee when we process 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). Your or a User's verified mobile phone number may be directly linked to one or more unique identifiers to facilitate use of the Services.

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

When we say "AIB", "we", "us" and "our", we mean Allied Irish Banks, p.l.c. This 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.

When we say "you", "your" or "Customer", we mean the Account holder and / or User or other third party authorised on your behalf. This includes your personal representatives and successors, and where appropriate, includes any joint Account holder.

#### 2. THIS AGREEMENT

- 2.1 These Conditions are supplemental to and should be read in conjunction with your Account Conditions and both shall apply to your Account. If there is a conflict or inconsistency between these Conditions and the Account Conditions, these Conditions shall be applied.
- 2.2 The relevant Account Conditions and the File Format Specification contain important information and provisions which apply to the Banking Services you access using iBB. This includes, in particular, information and provisions relating to:
- 2.2.1 the information and Unique Identifiers you must give us in order for a payment to be properly executed;
- 2.2.2 execution timeframes;
- 2.2.3 liability in respect of unauthorised, non-executed and incorrectly executed payment instructions;
- 2.2.4 the manner in and frequency with which we will communicate with you;
- 2.2.5 interest and exchange rates; and
- 2.2.6 the language we will use to communicate with you, and you should refer to your Account Conditions to ensure that you understand these provisions when using iBB / for details.
- 2.3 We and you will be subject to these Conditions when we accept your completed application documents for the Services.
- 2.4 In these Conditions, we may sometimes use gender specific terms. Those references are not limited to the

- specified gender, but apply to all genders unless we specify otherwise or it is not possible to interpret the reference as applying to all genders. References to the singular include the plural and references to the plural include the singular, where the context allows it.
- 2.5 In these Conditions, we may sometimes refer to Irish and European Union laws, including specific legislation or regulations. If we do this, we mean the most up to date version of the specified laws, including any replacement legislation or regulations.
- 2.6 We sometimes give an example of something covered by a Condition or definition. We do this to assist you. The meaning and scope is never limited to those examples.
- 2.7 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.
- 2.8 Copies of the Account Conditions and all other documents that constitute the Agreement may be obtained online at www.aib.ie. If you would like a copy of these Conditions, please contact us using the contact details provided online at www.aib.ie/ibb. Certain other documents that constitute the Agreement are also online at www.aib.ie.

## 3. THE SERVICES AND HOW THE CUSTOMER SHOULD ACCESS AND USE THE SERVICES

- We are authorised to issue or make available Security Devices to you, the Users and your Client Contact as appropriate. It is very important that you do everything you reasonably can to make sure that access to your Account is safe and secure and that you follow the Conditions outlined in the Agreement. It is your responsibility to ensure that the Security Devices are kept confidential and are kept securely by you and the Users at all times, particularly when not in use. You shall ensure that Users log out from the Services when not in use and/or when the computer is unattended. Your compliance with the Agreement is designed to minimise the risk of unauthorised use of iBB. If you do not use iBB or Security Devices in accordance with the Agreement, you may not be able to get compensation for any loss you have suffered. This is explained in more detail in the Our liability to you section in these Conditions.
- 3.2 For the avoidance of doubt, you, your Users and/ or Client Contact are not permitted to share Security Devices with anyone, whether directly or indirectly except in accordance with these Conditions.
- 3.3 You are solely responsible, without limitation, for:
- 3.3.1 selecting, appointing and ensuring the suitability and integrity of the Users and in particular, your Local Administrator(s). Your Local Administrator will have full access rights to any of the functionality provided by the Services and will have extensive powers through the Services, including to (i) appoint Users and (ii) assign User rights to themselves and others, (iii) change any postal or correspondence address you provide to us, (iv) amend or vary individual User payment limits and (v) amend or vary your Cash Management Limit amongst having other powers; and
- 3.3.2 the actions or omissions of the individuals chosen as Users and ensuring that each User has read, understood, and complies with the Agreement and local laws or regulations where they access the Services.
- 3.4 Both of us agree that the instructions and authorisations given through the Services shall be treated as satisfying any legal requirements for communication in writing.
- 3.5 We may:
- 3.5.1 temporarily suspend some or all of the Services; or

3.5.2 withdraw any of the Security Devices for a reasonable period,

if there is a breakdown, fault or failure to operate normally of, or connection to, any system used to enable access to the Services, or a real or potential security risk. This is to enable us to fix the system issue and / or resolve the security issue. We will take all reasonable steps to make sure that the Services are made available to you again in an efficient and timely manner. We will not incur any liability to you in these circumstances.

- 3.6 We may, in certain circumstances decline to process any transaction where the Security Devices do not appear to be attributable to the relevant User or where the instructions do not relate to an Account. Where we do so, we will notify you in accordance with your Account Conditions. The Services and Security Devices will remain blocked until we are satisfied that they can be unblocked. You may contact iBB Customer Support team to request that they be unblocked or reset (our contact details are provided on our website, www.aib.ie/ibb).
- 3.7 We cannot guarantee that the Services will be free from interference by third parties or will be private and confidential. Your access and use of the Services are at your own risk.
- 3.8 You are responsible for ensuring that you procure and keep your equipment, support, internet access and software used to access and use the Services well-maintained and secure, including, in particular, but without limitation by use of firewalls, by use of anti-virus software, by installing and updating patches or fixes or by installing new versions or releases of software, where appropriate. We will not be liable for any Loss arising from any act or omission by you or a third party.
- 3.9 You will comply with any additional security requirements notified to you in accordance with the Agreement and will ensure that your security standards are sufficient in all respects to prevent:
- 3.9.1 individuals other than a User from accessing the Services or issuing any instruction using any Security Devices; and
- 3.9.2 where relevant, access to the Security Devices by an individual other than a User.
- 3.10 When our Security Devices are used, we will take it that the instruction and/or authorisation was authorised by you or a User and we will assume that we are dealing with you or a User without any requirement to make any further enquiry. You will make sure that all instructions or authorisations given by the Users are clear, accurate, correct and complete, and that their use of the Security Devices is in accordance with the Agreement. If you use a TPP or other third party, any properly authenticated instruction received from the TPP or other third party will be deemed properly authorised by you without any further investigation by us.
- 3.11 You should disable any function on iBB that could allow another person to view your Account balance if you share your Mobile Device for any purpose whatsoever. Your Account balance may be visible on your Mobile Device, including where such a Mobile Device is wearable, for a short period of time after you view it.
- 3.12 You must keep all Mobile Devices secured. Before you replace or dispose of a Mobile Device, you must ensure that Mobile Device is no longer verified to use the Services through an AIB App and delete any AIB App from that Mobile Device.
- 3.13 You should immediately delete any text sent or received by you in connection with the Services which contains reference(s) to or details of any Security Device.
- 3.14 From time to time we may update an AIB App. Depending on the update, you may not be able to use that AIB App until you have downloaded the latest version of the AIB App and, where appropriate, accepted any new terms and conditions.

- 3.15 We are entitled to rely on any instruction from you using the Services. The processing by us of any such confirmed instruction shall be final and binding on you.
- 3.16 You must immediately notify us by phoning iBB Customer Support (using the contact details provided on our website, www.aib.ie/ibb) if a User is to be cancelled or if you become aware that there has been a breach of security in respect of Security Devices or any Mobile Device. We may, in our absolute discretion, accept and act on any phoned cancellation notification without further enquiry as to the identity or authority of the caller. If we accept such phoned notice we will, as soon as is practicable, withdraw the notified User's Security Devices and take any such action as we deem necessary.
- 3.17 We will continue to rely on the validity of any instructions or authorisations transmitted via the Services by any cancelled User before our withdrawal of the notified User's Security Devices.
- 3.18 You must carefully examine any information provided by us to you or by you to us through the Services. You should check the transactions recorded on your Account online on a regular basis.
- 3.19 You must notify us immediately if you become aware of:
- 3.19.1 any failure or delay in either you or us receiving any authorisations or instructions through the Services;
- 3.19.2 any failure or delay in carrying out any payment or transfer of funds made or to be made through the Services;
- 3.19.3 any known or suspected error, misuse or fraud in or affecting the use of the Services;
- 3.19.4 any programming error, defect or corruption of the Services: or
- 3.19.5 any incorrect information, including in respect of the Accounts, provided as part of the Services.
- 3.20 Please contact us as soon as possible (using the contact details provided on our website, www.aib.ie/ibb) if you have any queries or you think you might not have authorised a payment.
- 3.21 If there has been undue delay on your part in contacting us, you may not be able to get compensation 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 of the relevant information otherwise being made available to you through our Services. A failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.
- 3.22 You will assist and facilitate us in relation to any corrective steps proposed by us in relation to unauthorized payments and other payment queries and we may require you to provide written confirmation or further details.
- 3.23 You must notify us as soon as possible (using the contact details provided on www.aib.ie) on becoming aware of the loss, theft or misappropriation of your Security Devices or any Mobile Device or their unauthorised use, so we can suspend the relevant User's access to the Services and take any other action we deem is appropriate in the circumstances. You and any other Users must give us all the information you or they have regarding the circumstances of the loss, theft, misappropriation, misuse or the disclosure of the Security Devices or any Mobile Device.
- 3.24 Security Devices belong to us and must be returned immediately to us by you if we request you to do so if any of the circumstances set out above occur, if you or we terminate these Conditions, or if there is any other valid reason for us to request that you return them to us.

If we suspect or are notified that Security Devices or Mobile Devices have been or might be misused, or disclosed, we can give the Gardaí any information they think is relevant.

3.25 If a dispute arises regarding your use of the Services, you and any other Users must co-operate with us in our investigations. The records kept by us shall be relied on as proof that a transaction has been properly authorised and will be binding on you and us unless and until proved to the contrary.

# 4. GROUPS, GROUP CUSTOMERS AND THE LEAD CUSTOMER

- 4.1 If you have opted to be part of a Group for the purposes of the Services, as either a Group Customer or a Lead Customer:
- 4.1.1 you agree that the Lead Customer is exclusively authorised to determine who shall be a User and the level of authorisation given to each User;
- 4.1.2 you agree that the Lead Customer is exclusively authorised to add new members to the Group and the Lead Customer may remove existing members from the Group;
- 4.1.3 you agree that each other member may terminate its Agreement with us in so far as it relates to that other member. If the Lead Customer terminates its Agreement with us, our Agreement with each member of the Lead Customer's Group will automatically terminate without notice on the same date. In those circumstances, if any Group Customers appoint a replacement Lead Customer and execute such additional resolutions and documentation as we may require, the Agreement will continue for those Group Customers and their replacement Lead Customer; and
- 4.1.4 you agree with us and each member of the Group that the Users authorised by the Lead Customer may gain access to information relating to your Accounts (including, where available, consenting to sharing such information with TPPs and other third parties if your Accounts are accessible online), and the carrying out of transactions on your Accounts (including, where available, making payments via a TPP or other third party if your Accounts are accessible online).

## 5. JOINT LIABILITY AND THE SURVIVAL OF RIGHTS

- 5.1 When you are a part of a Group or if an Account is maintained by two or more legal entities, each member of the Group or each of those legal entities shall be jointly and severally liable to us (i.e. all members of the Group are collectively and individually fully liable) for all liabilities arising from the use by one of them of the Services. This will apply even if:
- 5.1.1 the liability may not have been created on instruction or authorisation of all of the members of the Group or all the legal entities; or
- 5.1.2 there has been an amendment or suspension or withdrawal of the Services, a termination of any membership of the Group or the termination of the operation of a joint Account.
- 5.2 All actions taken by us under the Agreement (including payments made by us) shall be valid and binding upon your personal representatives, successors or permitted assigns.

# 6. THE INFORMATION YOU RECEIVE FROM US WHEN USING THE SERVICES

The information provided to you by us as part of the Services, financial or otherwise, may not be "realtime" and should not be taken as conclusive evidence of the accuracy and

completeness of any information in relation to the relevant Accounts. You rely on the information at your own risk and will be responsible for any Loss suffered by you as a result of your reliance on information received through your use of the Services.

#### 7. PAYMENTS FROM YOUR ACCOUNT

- 7.1 You or the User must authorise a transaction in accordance with the terms of the Agreement and by following all applicable procedures and whatever instructions we may give to you or the User on screen in relation to the use of the Services. You authorise us to act upon any instruction to debit (ie, to remove funds from) an Account received through iBB which has been sent and/or authorised using all or part of any Security Device and/or any other authentication process which we may require that you use in connection with iBB. All debits will be a liability of yours. We can rely on your authorisation without having to make any further enquiry or require additional authentication.
- 7.2 Where you have instructed us to make a payment as part of a Payment File from your Account, the relevant amount will typically be debited from your Account on the requested debit date and will not form part of the available funds in your Account. However, we may not debit your account and a transaction may not be executed or may be delayed if we have legitimate reasons to refuse or delay, for example:
- 7.2.1 you or the User have not authorised the transaction in accordance with these Conditions and any applicable Account Conditions;
- 7.2.2 if there is any error in the instructions we receive;
- 7.2.3 we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control:
- 7.2.4 you do not have sufficient cleared and available funds in your Account to cover the amount of the instruction and all applicable charges, or, where the instruction is intended to be funded by a credit line provided by us to you, that there is a significantly increased risk that you may be unable to repay the credit line;
- 7.2.5 the transaction would result in the Cash Management Limit or any other application daily, transaction or aggregate limits being exceeded;
- 7.2.6 we are entitled to refuse or delay under the Account Conditions:
- 7.2.7 you have not provided us with all the information or you have not followed any of the instructions we may have given to you to enable us to execute the transaction;
- 7.2.8 where we are suspicious that the transaction is not secure or that it is unauthorised or fraudulent; or
- 7.2.9 we have the right to terminate as described in the Withdrawal of the Services section in these Conditions (even if we chose not to terminate these Conditions).

We will not be liable for any delay or failure in any payment or transaction as a result of any of the circumstances described in this Condition.

7.3 If we do not accept a payment instruction that is subject to PSD (for example for any reason described above), we will notify you of this on screen no later than the end of the next Business Day. A payment will be subject to PSD if it is made from an Account that allows you to make payments to third parties. If possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so. The payment instruction will remain blocked until we are satisfied that the payment can proceed. You may contact iBB Customer Support team to request the unblocking of such payments (our contact details are on our website, www.aib.ie/ibb).

- 7.4 Once accepted by us for execution, all payment instructions are irrevocable. This means you do not have any right to amend or cancel the instruction. However, your Account Conditions will describe if and when you can request that we amend or cancel an instruction you have given to us / if you wish to amend or cancel an instruction that you have given to us, we will try, but are not obliged, to make such amendment or cancellation if it is possible for us to do so. We can only try to do so if you have given us an instruction to make the amendment or cancellation in such form as we may specify. Any amendment or cancellation instruction should be given to your branch or iBB Customer Support team in writing, by phone or in such other form as we may prescribe from time to time. You will have to pay any additional fees or expenses or exchange losses which arise out of any such amendment or cancellation, or any payment investigation done at your request.
- 7.5 The successful receipt, and the successful completion or failure, of a payment instruction will be notified to you on screen through the Services. The successful receipt of a payment instruction by us does not necessarily mean the successful completion of the payment instruction. It is your responsibility to check the status of your payment instruction on screen. Where the payment instruction is part of a Payment File, the notification on screen of the receipt, payment or failure of the Payment File does not mean each individual payment instruction in the Payment File has been received, paid or failed (as relevant), and you will need to check the status of individual payment instructions in the Payment File.
- When using the Services you may seek to make payments up to a Cash Management Limit. The Cash Management Limit is not a per Account limit, but applies as an aggregate limit across all of your Accounts and Users. If you are part of a Group, then the Cash Management Limit applies in aggregate across all (not each) of the Accounts held by the Group, including you. This shall not take into account transfers between the Accounts of any one member of the Group (but will include a transfer between the Accounts of two Group members). We may, at our absolute discretion, notify you with immediate effect of any increase or decrease in your Cash Management Limit, and any specific terms that might be applicable to the Cash Management Limit. If you seek to make payments in excess of your Cash Management Limit, we reserve the right, at our discretion, to accept or reject any or all such payments.
- 7.7 You shall not use the Services in any way which would breach your Account Conditions (for example, to create an unauthorised overdraft, exceed an approved limit on an Account) or our Agreement. If you use the Services to act in a manner in breach of your Account Conditions, we have full authority, at our sole discretion, to take such action as we think necessary to prevent or remedy the breach.
- 7.8 You shall ensure that all payment instructions given by you or on your behalf through iBB are accurate and complete. Before confirming any payment instruction to us, you should make sure that the details of the instruction which is sent or notified back to you for confirmation matches the payment instruction which you intend to give. The processing by us of any confirmed instruction shall be final and you will not be able to amend or withdraw the instruction.
- 7.9 You will need to provide us with a Unique Identifier for each payment instruction before we can process a payment. We will rely on and are liable only for the payment transaction made in accordance with the Unique Identifier you have provided, even if you have provided additional information to us about the payment.
- 7.10 Where you give us inconsistent payment instructions we shall not be liable for acting in accordance with any part of those instructions. Incomplete, unclear and/or inconsistent or mistaken payment instructions which you give to us may be

- rejected (by us or by any other third party involved in making the payment), delayed or made in error. We are not liable for any such rejection, delay or error. You shall be liable for any additional fees or expenses or exchange losses which arise in such circumstances.
- 7.11 We may from time to time operate security procedures which we consider appropriate, including making call backs to you or your authorised representative. We are not obliged to do this.
- 7.12 You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed, late or non- executed payment. If there has been undue delay on your part in contacting us, you may not be able to get compensation for any loss you may have suffered.
- 7.13 Live Foreign Exchange rates for iBB
- 7.14.1 If you ask us to make a payment on iBB which requires a foreign exchange rate, we will provide you with details of a live foreign exchange rate where available. Our live foreign exchange rates are dynamic and change frequently based on global foreign exchange markets.
- 7.14.2 In some circumstances, a live foreign exchange rate will be unavailable (including during times of system outage). In these instances, we will apply our standard exchange rate in line with your Account Conditions.
- 7.14.3 Where we provide you with details of a live foreign exchange rate, you can ask us to make your payment using this rate. The rate which will apply will be the applicable rate at the time you complete the payment process. If we are unable to make your payment for any reason, including where a live foreign exchange rate is no longer available, you will not receive a confirmation. If we accept your payment request, you will receive an on screen message that your payment has been successfully authorised. You will be able to find the rate applied to the payment in the transaction details within your payment logs. Until we provide this confirmation to you, we have not agreed to make your payment.
- 7.14.4 If your payment is returned to us for any reason, we will convert it back into the original currency using our relevant standard foreign exchange rate at the time we convert it back. Our relevant standard foreign exchange rate may be different from the rate we originally applied to your payment and may mean the amount added back to your Account could be less than the original amount of the payment. We are not responsible for any Loss you might suffer.
- 7.15 We may, at our discretion, monitor a payment instruction issued in respect of the Accounts, for whatever reason, and/or verify a payment instruction which may delay the processing of that instruction, for whatever reason.

#### 8. THIRD PARTY PROVIDERS

- 8.1 You may consent to TPPs accessing your Account online (for example, to make payments or to obtain information about balances or transactions on your Account). You may also consent to access by other third parties that may be approved by us from time to time as listed on our website (www.aib.ie).
- 8.2 If you consent to anyone accessing your Account online that is not approved by us or appropriately registered or authorised as a TPP, we will not be liable for any loss you suffer as a result.
- 8.3 In order to consent to anyone accessing your Account online, you or your Users must be granted the appropriate User rights by you or your Local Administrator.
- 8.4 Before you consent to anyone 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 to whom it may be passed. For TPPs, you will provide the necessary consent to access your Account to them directly.

- 8.5 If you consent to anyone (ie, a third party) accessing your Account online, the following applies:
- 8.5.1 you will be subject to any applicable spending limits including the Cash Management Limit;
- 8.5.2 in certain cases, the third party cannot access your Account (eg, if our Services are unavailable);
- 8.5.3 the third party will have access to, at a minimum, the same information about your Account as you would if you were to access the Account on iBB;
- 8.5.4 you are usually entitled to withdraw your consent allowing them access to your Account. However, you will not be able to cancel instructions given by them before you withdrew your consent, and we will continue to rely on any such instruction (for example, where we have started to process a payment, you cannot withdraw your consent to that payment). To withdraw your access consent, you must advise the relevant TPP or third party directly. If you have any concerns about the security of your Account, you must contact us without undue delay in accordance with these Conditions;
- 8.5.5 unless your Account Conditions state otherwise, we are not responsible for anything that the third party does or does not do (for example, if they suspend or terminate your use of their service) or for any 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. This Agreement will continue to apply and will not be amended by any agreement you have with a third party (for example, the third party may charge you fees for your use of their service which will be in addition to any fee we may charge).
- 8.6 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 our Services (for example, in your iBB payment logs), over the phone or by email. Where possible, we will tell you our reason(s) for doing so, unless we cannot do so for legal or security reasons.

#### 9. TIME PERIODS FOR PAYMENTS

- 9.1 Our ability to execute a payment instruction within the applicable maximum execution time is dependent on our receiving the relevant instruction before the applicable cut-off times which are available online at www.aib.ie/ibb.
- 9.2 Any payment instructions in respect of the Accounts issued through the Services received by us after the relevant cut-off time on a Business Day or on a non-Business Day will, subject to our acceptance of the instruction, be dealt with on the next Business Day unless you are otherwise notified through the Services. We are not responsible for any delay in the processing of payment instructions where the date of receipt of payment in the payee jurisdiction is not a Business Day in that jurisdiction or in the jurisdiction of the payment currency.
- 9.3 If your requested debit date is a non-Business Day, we will commence processing your payment instruction on the Business Day immediately following the requested date and will treat that date as the requested debit date.

#### 10. THE FEES AND CHARGES FOR THE SERVICES

10.1 Fees and charges in relation to the Services are available online at www.aib.ie and are payable in addition to

the fees or charges which may be payable in relation to the Accounts under the Account Conditions, or fees or charges for transactions or any other payments which may be payable to us otherwise than in accordance with the Agreement. 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 these Conditions.

- 10.2 You authorise us to debit the amount of all fees and charges incurred by you for any of the Services to the Nominated Account or any other Account as agreed or, in the absence of an agreed account, such Account as we may in our discretion think fit, even if that causes the relevant Account to become overdrawn. Fees and charges incurred in the provision of the Services are charged to you by us on a monthly or quarterly basis, as appropriate, as detailed online at www.aib.ie/ibb.
- 10.3. Specific, separate charges may be charged by mobile network operators or telecommunications service providers where you use the Services outside of Ireland, and you are advised to refer to your mobile network operator or telecommunications service provider for further details and for details of charges which apply to the sending and/or receiving of text and/ or to the transmission or receipt of data via the Services. Whether or not you will be entitled to avail of any Services outside of Ireland which require you and/or us to send any text(s) will depend on the service provided by the relevant mobile network operator.

#### 11. OUR LIABILITY TO YOU

- 11.1 Our liability to you for any Loss arising from or in connection with these Conditions shall be limited to the amount of your actual direct Losses, to the extent attributable to our gross negligence, wilful default or fraud arising out of or in connection with the Agreement.
- 11.2 We shall not 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.
- 11.3 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. These are third parties who provide services which are required to complete payment transactions. 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, unless we have agreed otherwise in the Account Conditions.
- 11.4 You shall have no claims against us and we will have no liability to you for any Loss which arises as a result of:
- 11.4.1 any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with the Agreement or by law, or for any Loss you may suffer as a result of the way in which any such refusal is communicated to you or to others;
- 11.4.2 any exercise of our discretion as to whether or not to monitor a payment instruction issued in respect of the Accounts, for whatever reason, and/or verify a payment instruction which may delay the processing of that instruction, for whatever reason;
- 11.4.3 any delay in, or total or partial failure of, to perform our obligations under these Conditions where that delay or failure is caused by circumstances beyond our reasonable control, which meant we could not follow the Agreement despite our best efforts to do so. Those circumstances may include, for example, act of God, pandemic, act of terrorism, fire, act of Government or State, war, civil commotion, insurrection, embargo, failure of any computer system or

telecommunications system or services, or failure of any payment, settlement or clearance system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes (of whatever nature and whether involving our employees or otherwise) or acts or omissions of any other party or any other reason or circumstances beyond our control;

- 11.4.4 any action or inaction taken by or against us as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of the Services;
- 11.4.5 any failure by you to use the Services in accordance with the Agreement or your misuse or abuse of the Services;
- 11.4.6 our failure to act in accordance with any instruction or authorisation from you where there are insufficient funds in the relevant Account to complete a transaction or, if the transaction is made, would result in any applicable limits being exceeded:
- 11.4.7 any act, delay or error by a third party, including another financial institution or clearing or settlement system, 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;
- 11.4.8 reliance upon any information received through the Services; or
- 11.4.9 disclosure of information to unauthorised persons as a result of the transmission of such information electronically.
- 11.5 Without prejudice to any other provision of the Agreement, under no circumstance will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues, goodwill, anticipated savings or other opportunities or for any indirect, special, incidental or consequential Loss (including any suffered by you as a result of an action brought by a third party and also including any lost profits or other opportunities) arising due to negligence, misrepresentation, breach of contract or otherwise, even if that Loss was reasonably foreseeable, or even if we had been advised of the possibility of the Loss being incurred.
- 11.6 Except as expressly set out in these Conditions, we do not make any representations or warranties to you about the Services. We exclude any representations, warranties, terms and conditions, whether express or implied and whether statutory or otherwise, to the fullest extent permitted by applicable law in connection with the Services. Nothing in the Agreement shall affect any of your statutory rights which apply to your use of iBB where you act as a consumer, except to the extent permitted by law.
- 11.7 Nothing in these Conditions will stop us being responsible for your loss if:
- 11.7.1 we act fraudulently, with gross negligence or such loss is as a result of our wilful misconduct; or
- 11.7.2 law or regulation does not allow us to exclude or limit liability.

#### 12. YOUR RESPONSIBILITY TO US

- 12.1 It is important that you are aware that you also have responsibilities to us. By using the Services, you agree that:
- 12.1.1 you will comply with your obligations under these Conditions;
- 12.1.2 you are liable to pay all amounts owing on your Accounts, even if you do not comply with these Conditions or these Conditions are terminated or your ability to use the Services is suspended.
- 12.2 If you do not comply with these Conditions, we can claim from you any losses or costs we reasonably incur

- (for example any costs in taking steps to deal with you not complying with these Conditions). In addition, we have the right to terminate these Conditions, and may have the right to terminate your Accounts.
- 12.3 Where your Account is maintained in joint names the liability of the Account Holders will be joint and several. This means that any one, some, or all, of the joint Account holders can be held responsible to pay us any amount owed.
- 12.4 Unless we have agreed otherwise, or you are a consumer, 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. For the avoidance of doubt, in the case where any Account is held with a subsidiary or associated company of ours, we act as agent of that subsidiary or associated company for the purposes of agreeing this indemnity and that it shall be entitled to the benefits of this indemnity. You will be a consumer where you use the Services for personal use, not connected with your trade, business or profession.

#### 13. REPRESENTATION AND WARRANTY

- 13.1 You hereby represent and warrant to us:
- 13.1.1 that you are entitled and authorised to enter into the Agreement;
- 13.1.2 that the provisions of the Agreement constitute legal, valid and binding obligations on you;
- 13.1.3 that, if relevant, the provisions of the Agreement do not contravene your constitution, book of rules, any other constitutional documentation, or any other governing authority; and
- 13.1.4 that the provisions of the Agreement do not constitute a breach of any agreement or other instrument which is binding on you.

#### 14. WITHDRAWAL OF THE SERVICES

- 14.1 We may immediately terminate these Conditions and withdraw any Services without notice:
- 14.1.1 if you become bankrupt or go into liquidation or if you enter into a voluntary arrangement with your creditors;
- 14.1.2 if you cease trading;
- 14.1.3 if you are no longer, in our opinion, able to manage your financial affairs;
- 14.1.4 in the event of the death of the sole owner of the Accounts;
- 14.1.5 if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
- 14.1.6 upon any serious or repeated breach by you or, if you are part of a Group, by any member of that Group, of these Conditions, your Account Conditions, the Treasury Conditions or any other agreement between us, our subsidiary or one of our associated companies and you or any member of your Group;
- 14.1.7 on the happening of any event of default in relation to any credit or other facility afforded by us to you or under the Account Conditions;
- 14.1.8 on termination or suspension of the whole or any part of the relationship between us and any service provider on which the Services depend;
- 14.1.9 if we must do so in order to comply with any law;
- 14.1.10if you use your Account for any unlawful or other inappropriate purposes;
- 14.1.11 if you fail to pay any fees or charges within 30 days of the date on which they are due in accordance with the Agreement; or

- 14.1.12 if for any reason these Conditions become unenforceable or void.
- 14.2 If we terminate these Conditions, we will immediately give you notice in writing that we have done so.
- 14.3 We may also terminate these Conditions on giving 2 months prior notice in writing to you.
- 14.4 You may terminate these Conditions at any time by notice in writing to us.
- 14.5 Notwithstanding anything to the contrary stated in the Agreement, we reserve the right to immediately suspend or withdraw provision of the Services or to withdraw the Access Codes, Procedures and Devices (without incurring any liability to you):
- 14.5.1 if any circumstance arises that would entitle us to terminate these Conditions;
- 14.5.2 where there is a breakdown, error, defect or malfunction of any part of the Services;
- 14.5.3 if we have any suspicion that any Access Codes, Procedures and Devices have or may have been disclosed to or used by any unauthorised third party;
- 14.5.4 if we believe that the Services are being used negligently, illegally or fraudulently;
- 14.5.5 if we, in our absolute discretion, think there is a security issue or other exceptional circumstances exist including, without limitation, where necessary to prevent material disadvantage or damage to us or you or where continuation of the Services is unreasonable in relation to the cost or expense of such continuation.
- 14.6 We reserve the right to process or cancel any transactions in progress on termination of these Conditions or the Agreement or on suspension or withdrawal of the Services. We are not responsible for any Loss you may incur as a result of any payments not being processed as part of the Services after termination of these Conditions, or the Agreement or after suspension or withdrawal of the Services.
- 14.7 You will remain responsible for any unpaid amounts and amounts owing on your Accounts if these Conditions and/or any of the Services are terminated. 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 PSD. Any right under PSD is explained in your Account Conditions.
- 14.8 These Conditions do not have a fixed minimum duration and will continue to apply to the parties until they are terminated.

#### 15. VARIATION

- 15.1 We may change these Conditions from time to time. Unless we are permitted by law to give you shorter notice we will notify you at least one month in advance of any alteration of these Conditions.
- 15.2 If you do not want to accept the change, you can stop using iBB before the change applies.
- 15.3 Unless we are required by law or regulation to tell you about a change in a particular way, we may notify you by any means available to us at the time (for example by providing you with notice of any alteration, published in a national daily newspaper, by notice displayed prominently at our branches, by notice in writing or through our website or by means of another durable medium required or permitted by law).

#### 16. COMPLAINTS

16.1 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.

- 16.2 If you wish to make a complaint, you can do so by visiting our website or by writing to your branch or iBB Customer Support team (contact details are available on our website, www.aib.ie/ibb) 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.
- 16.3 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 resolve your complaint in our complaints brochure, which is available in any of our branches or on our website.
- 16.4 You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at https://ec.europea.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.

#### 17. CONTACT DETAILS

- 17.1 Unless otherwise provided in the Agreement, if you require to contact us or any notice must be given by you to us in connection with the Agreement, it will be given in writing and sent by post addressed to us at AIB, iBusiness Banking, Unit 33 Blackthorn Road, Sandyford Business Park, Dublin D18 E9T3.
- 17.2 Unless otherwise provided in the Agreement, where we are allowed to by law, we may contact you in a variety of ways, such as:
- 17.2.1 in person, by post, by telephone (including by our interactive voice response telephony system), by mail to the postal address or any address notified to us in writing on your behalf, telephone number, or email address that we have on file;
- 17.2.2 by advertisement published in at least one national daily newspaper;
- 17.2.3 or by publishing the notice on our iBB website; or through the Services including but not limited to iBB Messages and iBB payment logs.
- 17.3 Where a notice is given to you as described above, it will be given to any one of your Authorised Signatories, Client Contact, a director or the company secretary (if the Customer is a company) or a senior member of management of the Customer, Users or, if the notice principally relates to Payment Files, then to any of these persons or to your Client Contact.
- 17.4 Where a notice is given to you by us, the notice will be deemed to have been received:
- 17.4.1 within 48 hours of its sending by post to the last address you gave us, (even if mis-delivered or returned undelivered);
- 17.4.2 at the time of its communication in the case of notice by telephone (including by our interactive voice response telephony system);
- 17.4.3 at the time of its being sent in the case of notice by electronic mail;
- 17.4.4 48 hours after the date of it being published in the case of notice by newspaper;
- 17.4.5 at the time that it is published on our iBB website in the case of a notice given by that means; or
- 17.4.6 at the time of its delivery if delivered by hand.
- 17.5 To help protect you, we may need to contact you and / or a User by phone from time to time to ensure payments made from your Account are genuine. For security

reasons, we will ask you to confirm your or the User's Userid and the last four digits of your or the User's Digipass serial number in order to progress the call and confirm the payment. We will never ask you or User to make payments from your Account to another account. We will never ask for iBB security details other than the iBB Userid. We will never ask for any iBB security details or any confidential information about your Account by email. Please do not reply to an email requesting this information. If we are unable to contact you or the User to establish whether the payment is genuine, we will hold the payment for 24 hours, after which we will cancel the payment. In this event we will confirm its cancellation in writing as well as advising you through the Service.

#### 18. INTELLECTUAL PROPERTY

- 18.1 The data, information, systems, processes or other material used by or developed by us for the purposes of providing iBB and the Banking Services or performing our obligations under the Agreement are protected by copyright and other forms of intellectual property rights, such as trade marks. This includes any software or firmware in devices provided by us and in any user guides or other information provided to you. All intellectual property rights shall belong to us or by the person who licenses it to us (if applicable) (our "licensor").
- 18.2 You have a limited personal right to use any software, firmware or devices provided by us exclusively in connection with the 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.
- 18.3 Before you can use any AIB Banking App, you will be required to accept any applicable terms and conditions from AIB or from the relevant application provider.
- 18.4 The intellectual property rights and contents of iBB, our website and any AIB App are owned by us or our licensors. Reproduction of part or all of the contents of iBB, our website and / or any AIB 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 iBB, our website or any AIB App for personal non-commercial use.

#### 19. SEVERANCE

Each of the provisions of these Conditions shall be interpreted in a way that is valid under applicable law. If at any time any Conditions or any part of any Condition is held to be invalid or incompatible with applicable law, the remainder of the Conditions or Condition will remain valid and enforceable.

#### 20. WAIVER

If we do not enforce the rights we have under these Conditions 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.

#### 21. GENERAL

21.1 For information in relation to how we collect personal information about you and your Users, how we use it and how you and they can interact with us about it, see our data protection notice in branches and online (www.aib.ie).

Any personal data provided to us by you will be provided in accordance with applicable data protection laws, and you will ensure all Users are made aware of our data protection notice. Our data protection notice may change from time to time.

- 21.2 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 shall not be disclosed by you to any third party unless it is already in the public domain.
- 21.3 We may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include investigating and intercepting payments into and out of the Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. To the extent permitted by law, we will not be liable for any Loss suffered by you or any third party which arises as a result of taking such action.
- 21.4 Where you apply for or access any of the Services, you consent to:
- 21.4.1 any related documents and/or information being provided in electronic form;
- 21.4.2 any related documents and/or information being retained, presented and produced by us in electronic form whether originally provided in electronic form or otherwise;
- 21.4.3 to both you and us using an electronic signature to sign any related documents; and
- 21.4.4 when asked to do so by us, to printing, saving or downloading any documents provided in electronic form by us.
- 21.5 You and we 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. This means we are not obliged to provide you with certain information in relation to the conclusion of electronic contracts, to acknowledge receipt of orders without undue delay and by electronic means, or to make available technical means to identify and correct input errors. This does not affect our undertakings as set out in these Conditions.

#### 22. JURISDICTION

The Agreement is governed by the laws of Ireland. For our benefit you submit to the jurisdiction of the courts of Ireland in relation to any dispute arising out of or in connection with the Agreement. You further irrevocably submit to any other jurisdiction (at our sole discretion) in which you have assets or in which you conduct business and waive any objection to any claim that any suit, action or proceedings have been brought in any inconvenient forum. If you are a consumer, the jurisdiction of the Irish courts will be non-exclusive and nothing in this Condition will affect your consumer protection rights in Ireland or in the country in which you are domiciled (including your right to take proceedings in Ireland or in the country in which you are domiciled).

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



# Notice to customers about changes to our terms and conditions.

We're updating our terms and conditions. The changes will apply from 25 August 2025.

# **Contents**

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# Why are we doing this?

We're updating our terms and conditions to:

1

Enable you to make outgoing SEPA instant payments. 2

Make paying someone from your Current and Demand Deposit Accounts more secure.

3

Make our accounts and services more accessible to all our customers.

4

Change how some accounts and services operate and make them clearer.



#### Where can I see my new terms and conditions?

You can see them on our website **www.aib.ie/terms-and-conditions-updates** or visit your local branch.

If you have a question, you may find the answer on the above web address or call us on **0818 664 015** (Monday-Friday 09:00-17:00, except on bank holidays). Please read and keep this information.

# How do I accept these changes?

To accept these changes, you don't need to do anything, and you can continue to use your accounts and services. If you don't want to accept the changes, you have the option, free of charge, to close your account, clearing anything you owe on it first, or let us know you are ending your agreement with us. You can do this by writing to your local branch. If we don't hear from you before 25 August 2025, we'll apply these changes.

If you are under 18, you may need to discuss this with a parent or guardian.

#### What terms and conditions are changing?

These are the payment accounts and services for which we are changing our term and conditions for SEPA Instant and to make paying someone from your account more secure.

#### **Accounts and Services**

- → All Current, Demand Deposit and Masterplan Accounts including:
  - Student, Student Plus and Graduate Accounts
  - Advantage Account
  - Personal Bank Account
  - Basic Bank Account
  - Junior/Student Saver Account
  - Youth Savings Account
  - Personal Demand Deposit Account

- Demand Deposit Account
- Online Saver Account
- Business Current Accounts (including Business Start Up Account and Young Farmer Account)
  - Masterplan Account
- → Phone and Internet Banking
- → Internet Business Banking
- → Kiosk Banking

#### Changes that apply to Credit Cards

We've also made some changes to all Personal Credit, Corporate, Business and Purchasing Cards Terms and Conditions.

#### All Personal Credit, Corporate, Business and Purchasing Cards Terms and Conditions:

- → We've updated the 'Monthly Statements and Payment Arrangements' section with the:
  - Removal of "incoming" from instant credit transfer payments to allow for a wider range of instant credit transfers.
  - Removal of the maximum limit for instant credit payments.

#### All Personal Credit Cards Terms and Conditions:

- → We've updated the names of some of our services in the table within the 'Monthly Statements and Payment Arrangements' section to their most current service names.
- → We've introduced a new section to cover European Accessibility Act (EAA) as outlined in the European Accessibility Act section of this document.

If you have a credit card with us, as the principal card holder, you need to share these updates with any other cardholders.

# 1. Introducing a new way to send payments

We're introducing outgoing instant payments, this means a euro payment from your payment account to another payment account can transfer within 10 seconds. From 25 August 2025, we'll start to roll out the ability to send instant payments from your account. We will let you know when these become available through our online services and on our website. There are a few exceptions to this such as times when the system is undergoing maintenance.

# Changes common to all accounts and services listed above in 'Account and Services' table:

We've updated the definition for "Instant Credit Transfer" to allow for outgoing instant payments. In the definition for "Business Day", we've clarified that public holidays include bank holidays.

These definitions also apply to changes made to our "Schedule of International Transaction Charges".

# Changes that only apply to Current, Demand Deposit and Masterplan Accounts:

In the 'Making and receiving payments' section, we've:

- clarified that an Instant Credit Transfer from your payment account can be processed on any Calendar Day and that you can set a personal payment limit.
- updated Table 1 'Incoming payments (excluding incoming Instant Credit Transfers)' to clarify when funds are available to use and when value is determined for interest purposes.
- updated Table 2 'Incoming Instant Transfers' to clarify where you can see further details of the value determined for interest purposes, the availability of service and the maximum balance.
- created a new table 'Outgoing Instant Credit Transfers' (table 3) which highlights changes to "Outgoing Instant Credit Transfers". We've summarised this table below:

Table 3: Outgoing Instant Credit Transfers		
Type of Payment:	Transfers from your account in euro, which we can pay immediately on any day.	
What type of payments are covered?	The account you are paying must be within the Single Euro Payments Area (SEPA). The list of countries in SEPA is available on our website www.aib.ie	
Value determined for interest purposes:  When do we value your payment for interest purposes?	The day you send money. If that day is not a business day, we may use the next business day or the previous one. For more information, please see your account statement or your payment log on our mobile and online banking services.	
Limits: What are the payment limits?	There are limits to the amounts you can send. See our website www.aib.ie/ways-to-bank/transaction-limit-information for more information on limits.	
	You can set a SEPA instant payment limit that you can pay on your account. We also have limits in place on our payment services. Your personal limit may not exceed other limits set by us.	
	For Standing Orders and future dated payments, that are outgoing instant payments, your limit applies on the day we receive the payment instruction not on the day we make your payment.	
	For bulk payment files that are outgoing instant payments, your limit is checked on the day we receive the payment instruction and applied for the day we make your payments.	
	We will check that you have enough money in your account on the day we make your payment(s).	
Receipt of payment instruction also known as payment order:	You can send an outgoing payment using our online banking services, including through certain third parties.	
Setting up an Instant Credit Transfer.	You can also set one up by filling in a payment form in any of our branches where we provide that service.	
Cut-off times:	There are no cut off times for payments in online banking. That means you can set up a payment on any day and it will go through that day.	
	There are cut off times for payments in branches and lobbies.	
	You can find our branch opening hours on our website www.aib.ie or by asking us over the phone or in any branch.	
Information requirements:  The information you need to give us for a payment.	You need to include an IBAN, amount, and the recipient's name, we will tell you if any further details are needed when you give us the instruction.	

Refusal of orders:  We can refuse to make your payment.	We may not be able to make a payment instruction if the bank of the recipient does not use the SEPA Instant Credit Transfer scheme and for any other refusal right of ours as set out in the terms and conditions.	
Cancellation of payment instruction:	You can't cancel or change an outgoing instant payment once we've started to process it.	
Notifications:	Where applicable we will tell you as to the success or failure of an outgoing instant payment. Please visit our web page www.aib.ie/terms-and-conditions-updates/q-and-a for more information.	
	We will also tell you the reason for rejecting any payment instruction (for example, the payment service provider of the recipient cannot accept the payment). If a payment instruction is rejected, consider completing a new payment instruction.	
Availability:	Temporary restrictions and interruptions in service are possible, during which it may not be possible to make an instant payment from your account. If these periods are due to our planned maintenance, we will tell you.	

We've made changes under the heading 'Payments initiated through third parties' to advise you that where you make payments through a third party provider the terms and conditions of the relevant online banking service will apply.

We've made more changes under the heading of 'Standing Orders' and 'Future Dated Payments' to clarify payment limits, updates to the scheduling of standing orders and that standing orders and/or payments may be delayed or cancelled due to fraud. For standing orders that are outgoing instant payments, if there is not enough money in your account, we will not attempt to make the payment until the next due date.

We've made additional changes to the table under the heading 'When will the payment reach the recipient's financial service provider', to clarify where we accept a payment instruction, we will ensure that the bank of the recipient you are paying is paid within the timeframes. We've also updated the table to say:

- that outgoing euro payments to any EEA country can be made on any day and the payment will be received by the payee as soon as the payment is processed.
- to clarify when outgoing payments are excluded and how long the payment will take to reach the bank of the recipient you are paying when transferred in euro to any EEA country.

Where you want to make a payment by a particular time, and cut-off times apply, you should allow for additional time to make sure the recipient's financial services provider processes the payment on time.

We've also made updates to 'Bulk Payment Files' regarding Payment File Services including multiple payments, payment orders, timelines and limits. Please see our website www.aib.ie/terms-and-conditions-updates for more information.

Under the heading 'Payments made in error", we've added that we'll not be in breach of our obligations and will not restore your Account if we make a payment authorised by you that contained incorrect account details given to us by you.

Under the heading 'Incorrectly executed, late and non-executed payments', we've added that if you send an instant payment, and we don't receive confirmation that the payment has been received, we'll usually restore your Account as soon as possible. However, if the instant payment subsequently reaches the recipient's financial services provider, we'll make any adjustment necessary on your Account.

# Changes that apply to AIB Kiosk Banking and AIB Phone and Internet Banking:

Defined terms used in your Kiosk Banking terms and conditions and Phone and Internet Banking terms and conditions have the same meaning as defined in your Account Conditions, unless a different meaning is needed because of how the word is used.

We've updated Kiosk Banking terms and conditions 'Use of AIB Kiosk Banking' and the Phone and Internet Banking terms and conditions 'Interpretation' to let you know that if there is a conflict or inconsistency between those Conditions and the Account Conditions, we will apply the Account Conditions.

We've also updated 'Payments from your Account' section to say that for further information on Instant Credit Transfers and Verification of Payee, please see your Account Conditions.

#### Changes that apply to Internet Business Banking (iBB):

We've added a clarification to the definitions section that defined terms used in your Internet Business Banking terms and conditions have the same meaning as defined in your Account Conditions, unless a different meaning is needed because of how the word is used.

We've updated the heading 'This agreement' to let you know that if there is a conflict or inconsistency between these Conditions and the Account Conditions for Instant Credit Transfers and Verification of Payee, we will apply the Account Conditions.

We've also made updates to 'Payments from your account' to clarify limits and included any information required for Verification of Payee.

Under the heading 'Our liability to you' we clarified the meaning of third party and included an update to outline the circumstances of any delay by us in advising you, and/or crediting your Account if an instruction is not successfully processed by a third party.

#### Schedule of International Transaction Charges brochure:

There are no new fees or charges for SEPA Instant Credit Transfers.

# 2. Make paying someone from your Account more secure (called Verification of Payee)

As part of the SEPA Instant Credit Transfer Regulation, we're introducing a new check called "Verification of Payee" from 5 October 2025 for existing SEPA payments and new instant payments. This is to help you protect your money and avoid being scammed or paying the wrong account. Verification of Payee will check the name of the account you're paying with the receiving bank to see if it matches the name you gave us. You can then decide if you still want to go ahead with the payment. We'll also perform the Verification of Payee check when you add or amend a payee's details.

# Changes that apply to the accounts and services in the 'Accounts and Services' table:

We've added a new definition for "Verification of Payee". We've updated our terms and conditions and included a new heading 'Verification of Payee' to include information about outgoing euro payments.

#### Here is a summary:

- We will check the name of who you are paying and share the results with you before you
  make the payment.
- This check will confirm if the name of who you are paying matches the name associated with the IBAN held by their bank.
- You must review the results of the check and only go ahead with the payment when you're sure you're paying the correct person or business.
- If you decide to go ahead with a payment when the check shows the recipient's name is incorrect or cannot be checked, we may not be responsible for any loss.
- If the results of the check are subsequently found to be incorrect, please contact us. In those circumstances, we will usually restore your account as soon as possible.
- For paper-based payment requests, we will perform the check at the time of receipt of
  the request provided you are present. We won't perform the check for paper-based
  requests if you're not present, or if you have asked a third party to make the payment
  request on your behalf. For further information please see our website
  www.aib.ie/terms-and-conditions-updates

- Business customers making bulk payments will have the choice to check who they are paying. The check will always be performed for single payments made by business customers.
- For incoming payments to your account, we must also help the payer verify your name and may share information about the name on your account with them and their bank.
- This check may not be used for any purposes other than confirming information in relation to these payments.

We've also made updates to 'Keeping your Account safe and secure' and 'Making and receiving payments' in our Current, Demand Deposit and Masterplan Accounts terms and conditions for more information about payments made in error and incorrectly executed, late and non-executed payments.

For further information on Verification of Payee please see our website www.aib.ie/terms-and-conditions-updates

### 3. European Accessibility Act

The European Accessibility Act (EAA) comes into effect on 28 June 2025.

 We've introduced this statement below into our terms and conditions for Current, Demand Deposit, Masterplan accounts, Kiosk Banking, Phone and Internet Banking and all Personal Credit Cards:

AIB is committed to ensuring that our products and services are accessible and available to as many people as possible. We aim to continuously improve our standards of accessibility, and our products, services and processes will evolve as we adapt to meet our customers' needs. We are committed to designing accessibility into everything we do for our customers, and we welcome your feedback. You can find out more in our Accessibility Statement, which is available in branches and online here www.aib.ie/accessibility

# 4. Other changes to our terms and conditions

We are making some operational changes and clarifications to some terms and conditions.

#### What terms and conditions are changing?

## Changes that apply to Current, Demand Deposit and Masterplan Accounts:

- We've updated 'When we can close or suspend your Account' to outline the reasons why
  we may close or suspend your Account.
- We've updated how we communicate with customers under 18 in 'Communication with you'.
- We've clarified where you can find additional information on minimum and maximum balance requirements. This can be found in 'Your Account' section in your terms and conditions

#### Changes that apply to Personal Demand Deposit Accounts:

· There is now no limit to what you can hold in your account.

#### Changes that apply to Online Saver Accounts:

 We've updated 'Payments to and from the Account' to let you know that you can make payments to other payment accounts on any Calendar Day, or on a Business Day to a non-payment account.

#### Changes that apply to Current, Demand Deposit, Masterplan Accounts and Personal Credit, Corporates, Business and Purchasing Cards:

 The EU Online Commission Dispute Resolution platform is being discontinued from July 2025. We've removed this from 'Complaints'.

#### Drop in to any branch, or visit

www.aib.ie/terms-and-conditions-updates

