



Terms and Conditions governing iBusiness Banking (iBB)

Effective from 24th April 2023

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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

3.1 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.

7.6 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;

14.1.10 if 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.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

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.