

AIB Business Notice Deposit Account

Terms and Conditions

(Effective 26 September 2024)



These Terms and Conditions apply to AIB Business Notice Deposit Accounts maintained by Allied Irish Banks, p.l.c. (the “Bank”) for its Customers.

These Terms and Conditions are also in addition to any rights you have in accordance with relevant law, governing the banker-customer relationship. Where there is a conflict, these Terms and Conditions will apply.

Further terms and conditions will apply to any other service or facility provided by us in connection with your Account and you will be notified of any such terms and conditions if and when you request, and we provide, any additional service or facility.

Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you want any further information please ask at any AIB branch.

Copies of these Terms and Conditions and all other documents that constitute this Agreement may be obtained from our branches or on online at www.aib.ie.

We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. If you apply for your Account through our online banking services, where they are available to you, electronic signatures may be used by us and you to confirm acceptance of this Agreement.

Definitions and Interpretation

In these Terms and Conditions

“**Account**” means your AIB Business Notice Deposit Account.

“**Account holder**” means the person or entity whose name the Account is in;

“**Agreement**” means:

- i. these Terms and Conditions,
- ii. your completed application,
- iii. all mandates and other signing instructions you give us in respect of your Account from time to time,
- iv. our Fees and Charges Booklets,
- v. any additional terms and conditions for your Account;
- vi. the terms and conditions for any other services we provide that you may use in relation to your Account; and
- vii. all other documents that are incorporated into these Terms and Conditions or otherwise become part of our agreement with you.

“**AIB Payment Account**” means a current account or demand deposit account held by you with us.

“**Banking Services**” means our services supplied to you including the provision of access to online information in relation to the Account, displaying the balance of the Account, any recent transactions, making lodgements and closing the Account.

“**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.

“**Consumer**” means any individual who has an account for personal use, not connected with their trade, profession or business.

“**Fees and Charges Booklets**” means the current editions of our schedules and/or Fees and Charges Booklets for business Accounts, as may be revised or updated from time to time, and as available in our branches or on our website www.aib.ie.

“**International Payment**” means a payment to and/or from an account outside Ireland in any currency or a payment to and/or from an account in Ireland in a currency other than euro.

“**Minimum Notice Period**” means the minimum notice period selected by you on the opening of the Account.

“**Notice to Transfer or Close**” means the notice required to be served by you in order to transfer from an Account or to close an Account.

“**Terms and Conditions**” means these Terms and Conditions as amended, extended or replaced from time to time.

In these Terms and 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.

We have included headings for convenience only. The headings are to assist you, but should not be taken into account when interpreting these Terms and Conditions.

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.

In these Terms and Conditions, when we say “**you**” and “**your**”, we mean the Account holder or other third party authorised to act on your behalf, to include your personal representatives and successors and, where appropriate, includes any joint Account holder.

When we say “**AIB**”, “**we**”, “**us**” and “**our**” we mean Allied Irish Banks, p.l.c. and this includes our successors and assigns. Our principal business is the provision of financial services. Our head office and registered office is 10 Molesworth Street, Dublin 2.

We are regulated as a credit institution by the Central Bank of Ireland. The Central Bank of Ireland’s address is PO Box 559, Dublin 1. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

1. Operating the Account

- 1.1 This Account is available to business customers only and is not for use by Consumers. Once opened, the Account can be operated in an AIB branch or through our online banking services, where they are available to you.
- 1.2 The Account is only available as a euro account.
- 1.3 In order to operate the Account, you must also have a suitable AIB Payment Account. If you are a new customer or do not already have a suitable AIB Payment Account, we recommend that a demand deposit account be opened up as your AIB Payment Account. You will not be obliged to use your AIB Payment Account for purposes other than making your lodgements to the Account and you will not incur any account fees when making these lodgements from your AIB Payment Account. The AIB Payment Account is also used for receiving transfers from the Account (see the condition below dealing with Transfers). The AIB Payment Account may be either in your sole name or a joint account with others having a suitable signing authority i.e., "Any/either to sign".
- 1.4 Your Account must remain in credit at all times.
- 1.5 You may not transfer ownership of your Account to anyone else and you may not use your Account as security for any borrowings or other liability unless we allow you to do so.
- 1.6 The Account must remain open for the Minimum Notice Period (see further details in the condition dealing with Transfers below).
- 1.7 There is no restriction on the number of AIB Business Notice Deposit Accounts you may have.
- 1.8 The Account can be in your sole name or in joint names with another person or entity.
- 1.9 An Account opened in joint names can be opened on the basis that any one of the Account holders is able to give binding instructions in respect of the joint Account. Warning: this means that funds may be transferred on the instructions of any one of the Account holders without the knowledge or consent of the other Account holders. If you are not satisfied with this, you should not proceed with a joint Account.
- 1.10 You must acknowledge that the Terms and Conditions pertaining to the Account have been read and accepted, before the Account opening can proceed.
- 1.11 We reserve the right not to open an account.

2. Lodgements

- 2.1 Lodgements may be made to the Account from your AIB Payment Account, in branch, by way of standing order, International Payment inward, electronic money transfers (EMTS), through our online banking services, where they are available to you, via phone banking or other electronic means acceptable to the Bank. We may in the future accept payments to your Account by other methods which we make available.
- 2.2 We will not be under any obligation to accept direct lodgements by way of cash lodgement, drafts, cheque or other negotiable instruments. Lodgements will not be accepted where notice to close the Account has been received by the Bank.
- 2.3 You may make multiple lodgements to the Account.
- 2.4 If funds are lodged to your Account, we take no responsibility for them until we process that lodgement. When we do process the lodgement, we will confirm

the amount and credit that amount to your Account. If it is different from the amount set out on the lodgement instruction, we will let you know. The amount we find actually contained in the lodgement will be the amount we lodge.

- 2.5 As interest is calculated daily and applied in arrears, lodgements of cleared funds accepted for your Account prior to the applicable cut-off time on a Business Day are credited to your Account and shall accrue interest from the date of such funds being credited to the Account. Lodgements of cleared funds posted after the daily cut-off time on any Business Day are deemed to have been received by us on the next Business Day. No interest will be paid or deducted on any cleared lodgements credited to the Account on the date of closure.

Note: Cut-off times vary dependent on the type of instruction furnished. For applicable cut-off times, please refer to the appropriate paper payment application form and our online banking services, where they are available to you, for electronic payments and the notices displayed in branches.

3. Notice Period

- 3.1 If you wish to make a transfer, a Notice to Transfer or Close must be served to and accepted by us at any AIB branch (or through any other AIB approved method which will be made known to you on our website) prior to funds being available for transfer.
- 3.2 Please see the condition dealing with Transfers from your Account below.
- 3.3 You may only have one Notice to Transfer or Close outstanding at any one time.
- 3.4 You may cancel the Notice to Transfer or Close within the Minimum Notice Period. The cancelling of the Notice to Transfer or Close must be carried out by you and accepted by us at any AIB branch (or through any other AIB approved method which will be made known to you on our website).

4. Transfers from your Account

- 4.1 All transfers from the Account are subject to the Minimum Notice Period having elapsed after the serving of a Notice to Transfer or Close. A Notice to Transfer or Close must be served at any AIB branch (or through any other AIB approved method which will be made known to you on our website).
- 4.2 Notice to Transfer or Close must be served by you and accepted by us in accordance with this condition in all cases before a transfer can be made from the Account. No exceptions shall be made to this requirement.
- 4.3 Subject to the Notice to Transfer or Close having been served by you and accepted by us and the Minimum Notice Period having elapsed, funds can be transferred.
- 4.4 You must nominate or select to transfer your funds to any AIB Payment Account maintained with the Bank in your name (held solely or jointly) up to the amount specified in the served Notice to Transfer or Close through our online banking services, where they are available to you, or at our branches.
- 4.5 You cannot make fund transfers to a third party account maintained with the Bank nor can you make fund transfers to an account maintained with another credit institution in your name or in the name of a third party.
- 4.6 You may make transfers to any other AIB Payment Account maintained with the Bank in your name (held solely or jointly) which is accessible online through our

online banking services, where they are available to you. Details of the daily transactional limits which apply to the Banking Services and the maximum aggregate amount which you may transfer using the Banking Services including through our online banking services, where they are available to you, during any Business Day are available on our website, www.aib.ie.

- 4.7 If the Minimum Notice Period expires on a day when the Bank is closed, your money will be available on the next Business Day.
- 4.8 No access to funds is permitted without serving the Minimum Notice Period.
- 4.9 Payments outward by way of standing orders or direct debit are not available on the Account. There may be further restrictions on the ways you can transfer from the Account when using online banking services, where they are available to you.
- 4.10 Payment of bills is not possible from this Account.
- 4.11 No payments to accounts outside of Ireland are permitted from the Account.

5. Statements

- 5.1 The first statement will be issued when you first lodge funds into the Account. Thereafter, a statement will be generated annually on the anniversary of the Account opening (unless where the Account balance is below EUR 20 or such other limit as the Central Bank of Ireland may set).
- 5.2 A statement is automatically generated on the Account's closure. If this issues in paper form, it will be posted to you at the mailing address held by the Bank.
- 5.3 If you are issued an e-statement but require a paper version of your e-statement, you can print a copy of it using your own computer and printer. Alternatively, you can contact AIB Direct Banking at 0818 724 724 (international +353 1 771 24 24) for a paper statement. This will be treated as a duplicate statement and will therefore incur an administrative fee.

6. Interest

This condition 6 sets out what interest you may be charged and what interest you may earn on your Account.

- 6.1 The rate of interest applicable to the Account is variable (which means that it may go up or down). Interest is calculated daily on the cleared daily balance of the Account. For details of the interest rates that apply at any given time, please see our website www.aib.ie, and/or your Account statement or contact your relationship manager or AIB branch.
- 6.2 We will notify you about any change to the interest rate by sending it to you in writing, by publication in a national newspaper, by notice in our branches or through our website www.aib.ie or by any other means required or permitted by law. We will always notify you in advance where the credit interest rate is being reduced.
- 6.3 You may earn credit interest on your Account. Where applicable, interest will be posted to your Account twice per annum – in April and October.

Credit Interest

- 6.4 Where applicable, credit interest will continue to accrue during the Notice to Transfer or Close period.

- 6.5 Subject to certain exceptions, we must deduct Deposit Interest Retention Tax (DIRT) from any credit interest you earn on your Account at the prevailing rate on the day the credit interest is paid.
- 6.6 One such exemption is that we will not deduct DIRT from any credit interest you earn on your accounts if you are not resident in Ireland and the following requirements are met:
 - a) we hold a non-resident declaration form fully completed by you; and
 - b) the minimum balance in each of your accounts with us is at all times €12,500 (you will not be allowed to aggregate the balances in your accounts).
- 6.7 Even if you are not resident in Ireland, if either of the above requirements are not met, we will deduct DIRT at the prevailing rate.
- 6.8 If either of the above requirements cease to be met and are later satisfied again you will have to re-apply for the exemption and provide us with fresh confirmation of your residential status. If you would like any further information on DIRT including what other exemptions apply please see www.revenue.ie.

Negative Interest

- 6.9 The interest rate on your Account can be greater than 0% per annum, less than 0% per annum or 0% per annum. Where the interest rate applied to your Account is less than 0% per annum, this is called negative interest and this means that you must pay us any negative interest amount that we calculate is due to us on your Account.
- 6.10 We will let you know in advance if negative interest will be applied to your Account.
- 6.11 We only apply negative interest to a credit balance on your Account and/or the combined credit balances of any of your Accounts.
- 6.12 We calculate negative interest in the same way we calculate credit interest (which is outlined above under the 'Credit Interest' heading above).
- 6.13 We will debit any negative interest you have to pay us from your Account daily, monthly, or at any other agreed time.
- 6.14 You must keep sufficient funds in your Account to pay us any negative interest amount that we calculate is due to us. If you do not keep a sufficient credit balance on your Account we can debit any negative interest directly from your Account or contact you to advise you of the negative interest amount due and that this amount should be paid within 3 Business Days.
- 6.15 If you transfer from the Account and the transfer means you will not have sufficient funds to pay us any accrued negative interest, we will deduct this negative interest from the transfer amount.
- 6.16 If we apply negative interest to your Account and as a result you would like to transfer funds from your Account without providing the Minimum Notice Period, there will be no additional charges to you.
- 6.17 We may change the negative interest rate that applies to your Account from time to time and if we do this, we will tell you about this change in the ways described in the 'Variation of the Conditions' section.

7. Joint Accounts

- 7.1 If your Account is a joint Account the provisions of this condition 7 apply.
- 7.2 Joint Account holders will be jointly and severally liable for any amount owing on the Account. This means that any one, some, or all of the joint Account holders can be held accountable to pay us any amount owed, separately and/or together.
- 7.3 As indicated above, any one of the Account holders is able to give binding instructions in respect of a joint Account. Warning: this means that funds may be transferred on the instructions of any one of the Account holders without the knowledge or consent of the other Account holders.
- 7.4 Correspondence and notices in relation to a joint Account will be sent by us to the address of the first named Account holder unless all of the Account holders direct otherwise in writing. Such correspondence and notices will be deemed to have been received by, or served upon, all of the Account holders when received by or served upon the first named or nominated Account holder.
- 7.5 Any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant or financial advisor). This may result in the personal data relating to all joint Account holders being disclosed to a third party. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.
- 7.6 If you choose to disclose information in relation to the Account to a third party, it may result in the personal data relating to all joint Account holders being disclosed to that third party. Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way.
- 7.7 If we become aware of a dispute between the Account holders of a joint Account we may cease to accept instructions in relation to the joint Account unless they are given by all the Account holders. However, we are not obliged to do this and we may, notwithstanding any dispute, continue to act on the instructions of an Account holder.
- 7.8 When your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders on the instructions of any one of the Account holders (unless we have ceased to accept instructions as a consequence of a dispute or upon being notified of a death of an Account holder).
- 7.9 If you have a joint Account and one of the joint Account holders dies, any funds left in the Account and any interest that has accrued, will be paid to the surviving or the sole surviving joint Account holder, subject to our right of set-off (please see the 'General' section for more details on our right of set-off), compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, if applicable, unless you have provided otherwise on your application form, or later in writing to us signed by all joint Account holders.
- 7.10 We can close the Account if requested to do so by any Account holder (unless we have ceased to accept instructions as a consequence of a dispute or upon being notified of a death of an Account holder).

What if your joint account is held by a partnership?

- 7.11 If there is any change to the name or make up of a partnership which has a joint Account, we must be notified in writing by all of the partners listed on the most recent records you provided to us (or their executor, personal representative or trustee, as applicable). If we are not contacted, then we may treat those partners as having full power to carry on the business of the partnership and to deal with its assets as freely as if there had been no change. Likewise, we will continue to operate the Account and exercise any right of set-off we might have in connection with it as if there had been no change.

8. Payments Made in Error

- 8.1 If an incorrect amount is paid to or from your Account, we may make any adjustment necessary on your Account. We do not have to contact you to tell you beforehand. If there are insufficient funds in your Account, then you will still be responsible for the payment of this amount, to include any costs or expenses we incur.
- 8.2 Where a payment to your Account is recalled by the paying financial services provider or is returned by us (for example, due to mistake, fraud or the operation of any clearing rules), we may reverse that payment and any interest earned on it without having to contact you about it.
- 8.3 Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any charges associated with doing this and we may take any amount you owe us from the Account.

9. Account Closure

- 9.1 If you wish to close your Account, you must first serve a Notice to Transfer or Close requesting to transfer the full balance on the Account.
- 9.2 The Notice to Transfer or Close must be served by you and accepted by us at any AIB branch (or through any other AIB approved method which will be made known to you on our website) and the relevant Minimum Notice Period must have elapsed, prior to funds being transferred and the Account closed.
- 9.3 You will be required to nominate an appropriate AIB Payment Account to transfer any funds and interest payable.

10. Our and Your Responsibilities

This section sets out what our and your responsibilities are with regard to your Account.

Our responsibility to you

- 10.1 While we will do what we reasonably can to make sure our services are available to you in accordance with this Agreement, there may be circumstances in which that is not possible. We will not be responsible for any losses due to circumstances outside our reasonable control which mean we could not follow this Agreement despite our best efforts to do so (for example, a major problem with a payment, settlement or clearance system, failure of or delay in the transmission of text messages and communications through any mobile phone network or failure of any other telecommunications network, labour dispute, or any acts or omissions of our agents or third parties).

- 10.2 You will have no claim against us and we will have no liability to you:
- if we reasonably think you have acted fraudulently or with gross negligence;
 - if you do not comply with this Agreement or any other agreement with us;
 - where your loss is due to any delay or refusal to carry out any instruction for a payment to or from your Account where we are entitled to do so in accordance with this Agreement or by law, or is due to any security process you follow or use to make an instruction relating to your Account or confirm your identity (for example, a passcode, password or fingerprint), or for any loss or damage you may suffer as a result of the way in which any such delay or refusal is communicated to you or to others;
 - where your loss is due to our decision not to offer or to withdraw any service or feature associated with your Account or where we close or suspend your Account for any of the reasons set out in the 'Closure of your Account' section;
 - if any of the details you gave us were wrong or insufficient;
 - where we 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; or
 - 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 our online Banking Services, where they are available to you.

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

- 10.3 Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss if:
- we act fraudulently, with negligence or such loss is a result of our wilful misconduct; or
 - law or regulation does not allow us to exclude or limit liability.

Your responsibility to us

- 10.4 It is important that you are aware that you also have responsibilities. By using your Account, you agree that:
- you will comply with your obligations under this Agreement;
 - you, as the Account holder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this Agreement or your Account is closed or suspended (for more information see the 'Closure of your Account' section).

- 10.5 If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account (for more information see the 'Closure of your Account' section).

11. Variation of the Conditions

- 11.1 From time to time, we will want or need to make changes to these Terms and Conditions (for example, because of changes in the banking system, industry guidance, law or regulation or for our own internal reasons such as improving or replacing a service or introducing new fees or charges for our services).
- Unless we are permitted by law or regulation to give you shorter notice, we will tell you at least one month in advance of any change to these Terms and Conditions.
- 11.2 If you don't want to accept the change, you can close your Account before the change comes into effect. If you do so, you will not be charged any extra fees, charges or interest. Please see the 'Account Closure' section for more information on how to close your Account. If you do not close your Account before the date on which the change comes into effect, we will assume you have accepted the change.
- 11.3 If this product is no longer available and we have not received an instruction from you on what to do with your funds, we will place your funds in another suitable deposit product at the prevailing rate. We will contact you in advance to notify you of this and to let you know the options available.
- 11.4 If we open a suitable demand deposit account for you, or place your funds in another suitable deposit product, we will send you the relevant terms and conditions of the account along with an opening statement, setting out your new account number and balance.
- 11.5 Unless we are required by law or regulation to tell you about any change to these Terms and Conditions in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, where they are available to you, on our website www.aib.ie, or by notice published in a national daily newspaper or displayed in one of our branches).

Are there any exceptions?

- 11.6 There are certain circumstances where we may tell you about changes after we make them, or where we may not need to tell you about the change. This may happen where:
- the change is in your favour (for example, we reduce fees and charges on your Account);
 - the change is required under law or regulation by a particular date, and there isn't time to give you notice;
 - the change is to introduce a new product or service that you can use in relation to your Account; or
 - the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement).

12. Closure of your Account

- 12.1 We can close your Account by giving you at least one month's notice or such longer period required by law or regulation. However, we can suspend or close your Account immediately in any of the following circumstances:
- If you are adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against you in another jurisdiction or if you enter into a voluntary arrangement with your creditors;
 - If any form of attachment or receiving order is made against you;
 - If judgement is obtained against you and remains unpaid for a period of 14 days from the date of such judgement;
 - In respect of a company customer, if a petition is presented for the appointment of an examiner or a process advisor or liquidator or an examiner or process advisor or liquidator is appointed or a receiver is appointed over any part of the company's property or undertaking, or notice is received of a creditor's meeting or of a petition being presented for winding up, or if a meeting is convened for the purpose
 - of considering a resolution or a resolution is passed for the winding up of the company;
 - If you cease trading;
 - If you are no longer, in our opinion, able to manage your financial affairs;
 - If you or a joint Account holder dies;
 - If any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
 - If you commit any material, or repeated, breach of this Agreement;
 - If you are in breach of any other agreement with us;
 - If you act in an aggressive or inappropriate manner towards any of our staff;
 - if we reasonably believe that by continuing to make it available we might be breaching a law, regulation, code or other duty which applies to us;
 - if you use (or allow someone else to use) your Account improperly, illegally or for criminal activity or if we suspect this to be the case;
 - if for any reason this Agreement becomes unenforceable, or any circumstances arise that are outside our control and, in our reasonable opinion, negatively affect our ability to continue with this Agreement; or
 - On a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest.

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

- 12.2 Where we consider that your Account has become inactive we may close it by giving you at least one month's notice. For example, we will normally consider that an account has become inactive if the balance is less than €100 and the account remains unused by you for a period of more than 12 months. We may give you notice of our intention to close your Account on the

grounds of inactivity by notice published in a national daily newspaper, by notice in writing or through our website www.aib.ie or by means of another durable medium or by any other means required or permitted by law.

- 12.3 You may close your Account at any time subject to the Minimum Notice Period operative on the Account and the Notice to Transfer or Close having been served and accepted. If we close your Account in accordance with this "Closure of your Account" section we will pay to you all amounts standing to the credit of your Account together with accrued interest to the date of closure unless we are not permitted under law or regulation to do so. If applicable, any negative interest due to us will be deducted as set out in the 'Negative Interest' section.
- 12.4 As part of the Account closing process, you must repay any amounts you owe us (including for example, fees and charges owed up to the day the Account is closed). Our Fees and Charges Booklets will outline all the fees and charges associated with your Account. You will remain responsible to us for any amount you owe us, even when your Account has been closed
- 12.5 Any closure of the Account shall be done in accordance with the relevant law.

13. Fees and Charges

We will not charge you any Account fees (as detailed in the our Fees and Charges Booklets), however we could introduce such fees in the future. If we do, will give you the appropriate notice as prescribed by law. However, we may charge other fees and/or charges, including service charges, payment file origination charges and government charges for the use of your Account. We list these fees and charges in our branch notices and in our Fees and Charges Booklets. We may also, from time to time, make changes to and/or introduce new fees and charges.

14. General

- 14.1 We may at any time, without notice to you set-off and apply the credit balance in any Account toward payment of the debit balance on any other account held by us in your name. In particular the Bank may set-off any credit balance in any of your accounts with us against any sums which are or may become owing to the Bank by you in any manner or in any account whatsoever.
- 14.2 Any demand or notice sent by us to you by post to the last address notified by you shall be deemed to have been received twenty-four hours after dispatch by ordinary post, or immediately upon hand delivery.
- 14.3 For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online on our website www.aib.ie. It may change from time to time.
- 14.4 The time during which the online and mobile services are available using our online banking services, where they are available to you, enabling you to access and use Banking Services, are set out online at www.aib.ie.
- 14.5 If we do not enforce the rights we have under this Agreement or in law or we delay enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.
- 14.6 The benefit of this Agreement is personal to you and you may not assign, transfer or otherwise dispose of any of the rights or obligations in this Agreement.

14.7 We reserve the right to assign, transfer or otherwise dispose of all or part of this Agreement to any member of the Allied Irish Banks Group or to any third party. We can do this at any time and without notice to you or your prior consent, subject to applicable law and regulation. If we do, we can give any proposed assignee or transferee (and their professional advisors), any information that we deem necessary relating to you, your Account and this Agreement.

15. Contacting each other

About us

- 15.1 Our head office is at 10 Molesworth Street, Dublin 2. Our website is www.aib.ie.
- 15.2 We are a public limited company registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.
- 15.3 We are regulated as a credit institution by the Central Bank of Ireland under reference number C21174. The Central Bank of Ireland's address is PO Box No. 559, Dublin 1.

Communicating with us

15.4 If you wish to contact us in relation to your Account, you can contact us through your branch or in any other way we make available to you. Contact details for each of our branches are available on our website. Alternatively you can contact our customer service helpline on 0818 724 724 or, if you are calling from abroad, on +353 (0) 818 724 724 or +353 (0) 1 771 24 24.

About you

- 15.5 You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you don't tell us promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else.
- 15.6 When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures.
- 15.7 If you do not keep us informed of these changes, your eligibility for your Account, the services we can offer you or how they work might be affected.

Communicating with you

- 15.8 Where we are allowed by law, we may contact you in a variety of ways, such as in person, using our online banking services, where they are available to you, by post, electronic or telecommunication means or any other way available to us.
- 15.9 Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if mis-delivered or returned undelivered).

15.10 Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, via any message facility available through our online banking services, where they are available to you) is considered to have been received by you at the time it is sent.

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

15.12 This Agreement is in English and we will only write and communicate with you in English.

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, www.aib.ie or by writing to your branch and we will look into it. If you would like further information about how to complain, please see our website, www.aib.ie.

If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.

- 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 www.aib.ie.
- 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. Governing Law and Jurisdiction

- 17.1 Subject to the rest of this 'Governing Law and Jurisdiction' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland.
- 17.2 You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.