



# AIB Authentication Services

## Terms of Use

This document includes Authentication Services Terms of Use for the following:

- **AIB**
- **AIB (NI)**
- **Allied Irish Bank (GB)**

It is important that you read and understand the terms for each of the above that you either;

- hold specific services, account(s) and / or payment card(s) with;
- have permission to access services, account(s) or payment cards for another AIB customer (for example a Power of Attorney); or
- Intend to become a customer of.

When you begin using AIB Authentication Services, we will have considered that you have read and accepted all of the terms that apply to you.

AIB and AIB Group are registered business names of Allied Irish Banks, p.l.c. Registered Office: 10 Molesworth Street, Dublin 2. Tel: +353 (0)1 6600311 Registered in Ireland: Registered No. 24173 Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

The AIB logo and AIB (NI) are trade marks used under licence by AIB Group (UK) p.l.c. incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The AIB logo, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c. incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# AIB Authentication Services Terms of Use

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## Authentication Services Terms of Use (“Terms”)

These Terms apply where you access and use the AIB Authentication Services (the “**Authentication Services**”). The Authentication Services are available on a suitable mobile phone, tablet or other device (“**Device**”), including, through our website, on your personal computer. The words “you” and “your” mean you as a user of the Authentication Services and the words “we”, “us”, “our” and “AIB” mean Allied Irish Banks, p.l.c. or the member, joint venture or partnership of the AIB Group which is providing the portal, systems, service, account(s) or payment card(s) in connection with which the Authentication Services are being used.

You will not be allowed to access or use the Authentication Services until you have accepted the Terms by clicking on the “Accept” button. If you do not accept these Terms, you may continue to make use of AIB’s services and access its products through means other than the Authentication Services (subject to any other applicable terms and conditions). Some AIB services and products may not be available to you in that case.

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

## What the Authentication Services do

- 1.1 The Authentication Services provide both you and AIB with a secure means of authenticating:
  - 1.1.1 your transactions and interactions with AIB in connection with certain AIB products and services, accounts or payment cards (for example, where you send any queries and service requests to AIB, when you want to make transactions using your AIB account(s) or payment cards, or if you apply, or accept the terms and conditions, for AIB products and services);
  - 1.1.2 you, if you have permission to access services, account(s) or payment cards for another AIB customer; and/or
  - 1.1.3 you, if you are using any of AIB’s portals or systems to submit information to us, including where you act as an intermediary, or on behalf of an intermediary, in connection with an application for an AIB product or service on behalf of third party.
- 1.2 We may contact you by email and/or text message or other means (including push notification): (i) if a change is made to your security credentials or the mobile phone number or email linked to your security credentials or relevant services, account(s) or payment cards; or (ii) in respect of any other action where we deem it appropriate, to confirm that it was you who took the relevant action.
- 1.3 The terms and conditions that apply to any portals, systems, products and services (including account(s), payment card(s) and other services (including our online and phone banking services)), which AIB provides or makes available to you or the AIB customer or intermediary you represent (“**product terms**”), still apply to those portals, systems, accounts, cards and services. This includes any time periods or payment limits applicable to transactions and / or accounts, applicable transaction fees and statement or fee advice provisions.

## How to use the Authentication Services

- 1.4 In order to use the Authentication Services, you will be required either to input existing identity details and associated access credentials which you use for AIB services (for example, your Phone and Internet Banking or Internet Business Banking access credentials) or to use the access credentials you input when you registered to use the Authentication Services. You will require these details and credentials (“**your security credentials**”) every time you use the Authentication Services.

## Keeping Things Secure

- 1.5 You must not share your security credentials. Your security credentials must be kept secure and confidential. If you share your security credentials with others, they may be able to access and use the portals, systems, services, account(s) or payment cards which we provide or make available to you, or an AIB customer or intermediary which has given you access permissions. In that case, you or the AIB customer or intermediary will be responsible for the use of your security credentials.
- 1.6 If you become aware of any suspicious or unauthorised conduct concerning any portal, systems, services, accounts or payment cards to which you have access, or of your security credentials, you agree to contact us as soon as possible (our contact details are set out in the “Contacting us” section of these Terms).
- 1.7 You must keep your Device on which you have the Authentication Services installed secure. If your Device has been lost, stolen or misappropriated, you agree to contact us as soon as possible (our contact details are set out in the “Contacting us” section of these Terms).
- 1.8 If you act as intermediary, or on behalf of, an intermediary, you must not save your security credentials on Devices shared with or used by other individuals.
- 1.9 You agree that these security procedures are reasonable and you accept them. You are solely responsible for any loss or damage arising from your failure to comply with our security procedures, unless we have agreed otherwise in the terms which apply to the portal, system, service, account or payment card in connection with which the Authentication Services have been used.
- 1.10 AIB may, at its discretion, permanently suspend your access to the Authentication Services if you are unable or unwilling to comply with the security procedures. AIB will notify you in the event that your access has been permanently suspended.
- 1.11 AIB may, in its sole discretion, implement additional security measures based on biometric data unique to the individual accessing the Authentication Services. You will separately be asked to provide your explicit consent to AIB collecting and using your biometric data (which is a special category of personal data) for security purposes before you will be enabled to use any biometrics based security measures.

## Security and Unavailability

- 1.12 Without limiting your obligations, AIB reserves the right to block your access to the Authentication Services in circumstances where your security credentials have been compromised or access by you is no longer required. You may contact us for information regarding any suspension of access (our contact details are set out in the “Contacting us” section of these Terms). AIB will provide information to you to assist in eliminating the security compromise or access restriction, unless it would be unlawful for us to give you this information or where it could result in a risk to AIB, other AIB customers or prospective customers. Blocks on access will not be lifted where these Terms have been terminated in connection with specific portal(s), system(s), **services, account(s) and / or payment card(s) for which you are no longer a customer or intermediary, or for which you are no longer authorised by an AIB customer or intermediary (for more information, see the “Term and Termination” section below).**
- 1.13 From time to time, the Authentication Services may be changed and upgraded to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Your access to the Authentication Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will do as much as reasonably possibly to keep any disruption to a minimum.

## Electronic Information

- 1.14 When you accept these Terms, electronic signatures may be used by us and you to confirm acceptance of these Terms. We may provide you with, and we may keep a record of, documents which form part of these Terms or which relate to your use of the Authentication Services, in either electronic or paper form. You agree and consent that:
  - 1.14.1 any related documents and/or information may be provided in electronic form;
  - 1.14.2 any related documents and / or information may be retained, presented and produced by AIB in electronic form whether originally provided in electronic form or otherwise;

- 1.14.3 both you and AIB may use an electronic signature to sign any related documents; and
- 1.14.4 when asked to do so by AIB, you will print, save or download any documents provided in electronic form by AIB.

## Charges

- 1.15 We do not charge you for using the Authentication Services. However, where a fee is applicable to any of the products or services in connection with which you use the Authentication Services, that fee shall be charged at the appropriate rate specified in our Fees and Charges Booklets.
- 1.16 Your use of the Authentication Services will be subject to charges under your contract with your mobile network operator or internet service provider, which may be higher where you use the Authentication Services outside Ireland. You should refer to your mobile network operator or internet service provider for further details and for details of the applicable charges.

## Data Protection

- 1.17 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, as well as our privacy statement for the Authentication Services. These may change from time to time.

## Your right to use the Authentication Services and AIB's Intellectual Property Rights

- 1.18 All copyright and other rights related to the Authentication Services, its content, data and form, as well as to the information, brand names / trademarks, logos and images on it (collectively "**Intellectual Property**") belong to AIB or its licensors. You have a limited right to access and use the Authentication Services solely to authenticate you in connection with AIB portals, systems, services, account(s) or payment cards, provided all copyright, trademark and other proprietary notices are left intact. You are prohibited from copying, reproducing or using, in any other way whatsoever, any part or all of the Intellectual Property.
- 1.19 You must not:
  - 1.19.1 use the Authentication Services or the Intellectual Property in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or in a malicious manner, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Authentication Services or any operating system;
  - 1.19.2 infringe AIB's and its licensors' rights in any Intellectual Property in relation to your use of the Authentication Services;
  - 1.19.3 copy, modify, transmit, display, distribute, perform, reproduce, licence, publish, create derivative works from, transfer or sell any information, content or software contained on or forming part of the Intellectual Property, or otherwise use any content of the Authentication Services, for any other commercial use including, but not limited to, resale and redistribution;
  - 1.19.4 use the Authentication Services in a way that could damage, disable, overburden, impair or compromise AIB's or its licensors' systems or security or interfere with other users; and
  - 1.19.5 collect or harvest any information or data from the Authentication Services or AIB or its licensors' systems or attempt to decipher any transmissions to or from the servers running the Authentication Services.

## AIB's responsibility to you

- 1.20 While we will do as much as reasonably possible to make sure the Authentication Services are available to you without significant interruption or delay, we cannot guarantee that this will always be the case, or that the Authentication Services will be free from error or interruption, delay in operation or transmission, computer system virus or corruption, cyber risk, communications system failure. We will do as much as reasonably possible to resolve any issues within our control relating to the availability or performance of the Authentication Services.

- 1.21 You will have no claim against us, and we will have no liability to you:
- 1.21.1 for any increase costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;
  - 1.21.2 if you do not comply with these Terms or any other agreement with us or a third party which relates to your use of the Authentication Services, including any product terms;
  - 1.21.3 where you have acted fraudulently or negligently;
  - 1.21.4 if any of the details you provide to us were wrong or insufficient;
  - 1.21.5 where you have not downloaded the most up to date version of the Authentication Services, or if you are unable to download the Authentication Services for any reason; or
  - 1.21.6 where your loss is due to circumstances outside our control, which meant we could not follow this Agreement or provide access to the Authentication Services despite our best effort to do so (for example, any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, system failure or failure or problem with a payment, settlement of clearance system, labour disputes or the acts or omissions of our agents or any other third party).
- 1.22 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.
- 1.23 Nothing in these Terms will stop us being responsible for your loss if:
- 1.23.1 we act fraudulently, with gross negligence or your loss is as a result of our wilful misconduct; or
  - 1.23.2 law or regulation does not allow us to exclude or limit our liability to you.
- 1.24 This section (AIB's liability to you) does not affect our liability as set out in the product terms relating to the service, account or payment card in connection with which the Authentication Services are used.

## Your responsibility to AIB

- 1.25 It is important that you are aware that you also have responsibilities. By using the Authentication Services, you agree to comply strictly with these Terms, in order to minimise the risk of unauthorised instructions and transactions on AIB portals, systems, accounts and payment cards and / or unauthorised use of our services.
- 1.26 If you do not comply with these Terms, we can claim from you any losses and costs which we reasonably incur (for example, any costs involved in taking steps to deal with you not complying with these Terms). We may also terminate your ability to use the Authentication Services (for more information see the "Term and Termination" section), which means that we may not be able to continue providing you, or an AIB customer, intermediary or prospective customer which you represent, with some or all of our services.
- 1.27 This section (Your liability to AIB) does not affect our liability as set out in the product terms relating to the portal, system, service, account or payment card in connection with which the Authentication Services are used.

## Ending the Authentication Services

- 1.28 These Terms will continue to apply unless you decide you no longer want to use the Authentication Services. You do not need to tell us the reason for your decision.
- 1.29 If you have not used the Authentication Services for a period exceeding 12 months, we will take it that you want to terminate these Terms with us. In that case, we may contact you, by any means available to us (for example, by email, text message or on our website), to let you know that these Terms have been terminated.
- 1.30 **These Terms will automatically terminate if:**
- 1.30.1 **you cease to be an AIB customer, and you do not have permission to access and use services, accounts or payment cards for another AIB customer;**
  - 1.30.2 **you are not (or have ceased to be) an AIB customer, and you no longer have permission to access and use portals, systems, services, accounts or payment cards for another AIB customer**



- 1.30.3 you no longer have permission to access and use portals, services, accounts or payment cards as an intermediary or on behalf of an intermediary; or
- 1.30.4 you decide to cease using the Authentication Services or you delete the Authentication Services from your mobile Device. If you delete the Authentication Services and subsequently change your mind, you will need to re-register.
- 1.31 Where you use the Authentication Services in connection with a number of different AIB portals, systems, services, account(s) and / or payment card(s), these Terms will automatically terminate in connection with any of those portals, systems, services, account(s) and / or payment card(s) for which you are no longer a customer or intermediary, or for which you are no longer authorised by an AIB customer or intermediary. However, these Terms will remain valid and can be enforced by either of us in connection with any other portals, systems or remaining services, account(s) and / or payment card(s) which we provide to you or for which you are authorised by an AIB customer or intermediary. Your access to portals, systems, services, account(s) and payment card(s) for which you are no longer a customer or intermediary, or for which you are no longer authorised by an AIB customer or intermediary, will be blocked by AIB.
- 1.32 AIB may terminate these Terms at any time on not less than 30 days' notice to you. AIB may terminate these Terms immediately:
  - 1.32.1 in the event of your death or mental or legal incapacity;
  - 1.32.2 you materially breach these Terms, or AIB reasonably believes that the Authentication Services have been used, by you or using your security credentials, in a manner which is negligent, illegal or fraudulent, including where such actions are by a third party as a result of your negligence or recklessness; or
  - 1.32.3 AIB is required to do so by law.
- 1.33 Even if these Terms have been terminated, both you and AIB will be able to rely on some sections in connection with use of the Authentication Services before termination (for example, the "*AIB's liability to you*" and "*Your liability to AIB*" sections) or where those sections are necessary to protect you or us on an ongoing basis even after termination (for example, the "*Your right to use the Authentication Services and AIB's Intellectual Property Rights*" section).

## General legal provisions

- 1.34 AIB may update these Terms from time to time. We will generally give you at least 30 days' notice of any change and will notify you by any means available to us (for example, by email, text message or on our website). We may give you shorter notice, or may not notify you of a change, where:
  - 1.34.1 the change is in your favour;
  - 1.34.2 the change is required under law or regulation by a particular date, and there is not time to give you notice; or
  - 1.34.3 the change has no impact on your use of the Authentication Services.

If you do not agree with the changes, you should cease using the Authentication Services. Up to date copies of these Terms are available at [www.aib.ie](http://www.aib.ie).
- 1.35 If any court decides that we cannot enforce or rely on any provision of these Terms for any reason, then that provision will not apply but only to the extent of the court's finding. The other provisions will continue to apply.
- 1.36 AIB may transfer its rights and obligations under these Terms to another organisation, including other members of the AIB Group. AIB will notify you in writing if this occurs and, to the extent required by applicable law, AIB will ensure that the transfer will not affect your rights under these Terms.
- 1.37 AIB is giving you personally the right to use the Authentication Services as set out above. You may not transfer your right to access the Authentication Services to anyone else.
- 1.38 Irish law and the authority of the Irish courts apply to these Terms. If you are using the Authentication Services as a consumer (that is, for your personal use and not in connection with your trade, profession or business), you may have the right to take proceedings to enforce your rights as a consumer in Ireland or in the country in which you live, and if that is the case, your rights are not affected by this section.

## Contacting us

If you have any queries in relation to these Terms, please refer to our Authentication Services FAQs available on our website at [www.aib.ie](http://www.aib.ie).

If you have any questions or issues which are not answered by our FAQs, please contact us.

Our address is:

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

If you are a customer you may also 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.

You may also contact our AIB Internet Banking Helpdesk at 1890 24 20 00 in the event that you require urgent assistance in resolving a difficulty encountered in relation to the Authentication Services and / or information generally in relation to the Authentication Services.

If you are an intermediary using our Partner Portal you may contact us on 0818 300 130.



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# AIB Authentication Services

## AIB (NI)



### Authentication Services Terms of Use (“Terms”)

These Terms apply where you access and use the AIB Authentication Services (the “**Authentication Services**”). The Authentication Services are available on a suitable mobile phone, tablet or other device (“**Device**”), including through our website on your personal computer. The words “you” and “your” mean you as a user of the Authentication Services and the words “we”, “us”, “our” and “AIB” mean AIB Group (UK) p.l.c., trading under licence as AIB (NI), its successor and assigns (referred to throughout these Terms as ‘we’, ‘us’ and ‘our’) providing the service, account(s) or payment card(s) in connection with which the Authentication Services are being used.

You will not be allowed to access or use the Authentication Services until you have accepted the Terms by clicking on the “Accept” button. If you do not accept these Terms, you may continue to make use of our services and access our products through means other than the Authentication Services (subject to any other applicable terms and conditions), but some of our services and products may not be available to you in that case.

### What the Authentication Services do

- 1.1 The Authentication Services provide both you and us with a secure means of authenticating your transactions and interactions with us in connection with certain products and services, accounts or payment cards (for example, where you send any queries and service requests to us, when you want to make transactions using your account(s) or payment cards, or if you apply or accept the terms and conditions for our products and services). It will also allow us to authenticate you if you have permission to access services, account(s) or payment cards for another AIB(NI) customer.
- 1.2 The terms and conditions that apply to the products and services (including account(s), payment card(s) and other services (including our Online Services), which we provide to you or the AIB(NI) customer (“**product terms**”), still apply to those accounts, cards and services. This includes any time periods or payment limits applicable to transactions and / or accounts, applicable transaction fees and statement or fee advice provisions. If these Terms contradict the terms and conditions for the products or services which you are using in conjunction with Authentication Services, then your product and services terms and conditions will always take priority.

### How to use the Authentication Services

- 1.3 In order to use the Authentication Services, you will be required either to input existing identity details and associated access credentials which you use for our services (for example, your Online Services or Internet Business Banking access credentials) or to use the access credentials you input when you registered to use the Authentication Services. You will require these details and credentials (“**your security credentials**”) every time you use the Authentication Services.

### Keeping Things Secure

- 1.4 You must not share your security credentials. Your security credentials must be kept secure and confidential. If you share your security credentials with others, they may be able to access and use the services, account(s) or payment cards which we provide to you or any other customer which has given you access permissions. In that case, you or the other customer who has given you access permissions will be responsible for the use of your security credentials.
- 1.5 If you become aware of any suspicious or unauthorised conduct concerning any services, accounts or payment cards to which you have access, or of your security credentials, you agree to contact us as soon as possible (our contact details are set out in the “Contacting us” section of these Terms).
- 1.6 You must keep your Device on which you have the Authentication Services installed secure. If your Device has been lost, stolen or misappropriated, you agree to contact us as soon as possible (our contact details are set out in the “Contacting us” section of these Terms). Before you replace or dispose of a device you must ensure that your device is no longer registered to use Authentication Services.

- 1.7 You are solely responsible for any loss or damage arising from your failure to comply with our security procedures. If you act fraudulently, you will be legally responsible for all losses. If you act with Gross Negligence and this causes losses you may be legally responsible for those losses. If your Authentication Services details are misused in any way we expect you to cooperate with Us and the police in any investigation.
- 1.8 We may, at our sole discretion, remove your access to the Authentication Services if you are unable or unwilling to comply with the security procedures, commit repeated breaches of these terms, and act fraudulently or with gross negligence. We will notify you by email or phone in the event that your access has been removed.
- 1.9 We may, at our sole discretion, implement additional security measures based on biometric data unique to the individual accessing the Authentication Services. You will separately be asked to provide your explicit consent to us collecting and using your biometric data (which is a special category of personal data) for security purposes before you will be enabled to use any biometrics based security measures.

## Security and Unavailability

- 1.10 Without limiting your obligations, we may block your access to the Authentication Services in circumstances where your security credentials have been compromised or access by you is no longer required. You may contact us for information regarding any suspension of access (our contact details are set out in the “Contacting us” section of these Terms). We will provide information to you to assist in eliminating the security compromise or access restriction, unless it would be unlawful for us to give you this information. Blocks on access will not be lifted where these Terms have ended in connection with specific services, account(s) and / or payment card(s) for which you are no longer a customer or for which you are no longer authorised by an AIB (NI) customer (for more information, see the “Term and Termination” section below).
- 1.11 From time to time, the Authentication Services may be changed and upgraded to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Your access to the Authentication Services may be occasionally restricted between the hours of 3.00am to 7.00am UK time to allow for repairs, maintenance or the introduction of new facilities or services. We will do as much as reasonably possibly to keep any disruption to a minimum.

## Electronic Information

- 1.12 Electronic signatures may be used by us and you to confirm acceptance of these Terms. We may provide you with, and we may keep a record of, documents which form part of these Terms or which relate to your use of the Authentication Services, in either electronic or paper form. You agree and consent that:
  - 1.12.1 any related documents and/or information may be provided in electronic form;
  - 1.12.2 any related documents and / or information may be retained, presented and produced by us in electronic form whether originally provided in electronic form or otherwise;
  - 1.12.3 both you and we may use an electronic signature to sign any related documents; and
  - 1.12.4 when asked to do so by us, you will print, save or download any documents provided in electronic form by us.
  - 1.12.5 When making changes to these Terms we will only notify you via email. It is your responsibility to ensure that the email address and contact details you provide us are kept up to date.

## Charges

- 1.13 We do not charge you for using the Authentication Services. However, where a fee is applicable to any of the products or services in connection with which you use the Authentication Services, that fee shall be charged at the appropriate rate specified in our Price List and Card fees, Charges and Important Information Guide.
- 1.14 Your use of the Authentication Services will be subject to charges under your contract with your mobile network operator or internet service provider, which may be higher where you use the Authentication Services outside the UK. You should refer to your mobile network operator or internet service provider for further details and for details of the applicable charges.

## Your right to use the Authentication Services and our Intellectual Property Rights

- 1.15 All copyright and other rights related to the Authentication Services, its content, data and form, as well as to the information, brand names / trademarks, logos and images on it collectively “**Intellectual Property**”) belong to us or our licensors. You have a limited right to access and use the Authentication Services solely to authenticate you in connection with our services, account(s) or payment cards, provided all copyright, trademark and other proprietary notices are left intact. You are prohibited from copying, reproducing or using, in any other way whatsoever, any part or all of the Intellectual Property.
- 1.16 You must not:
- 1.16.1 use the Authentication Services or the Intellectual Property in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or in a malicious manner
  - 1.16.2 infringe our and our licensors’ rights in any Intellectual Property in relation to your use of the Authentication Services;
  - 1.16.3 You must not copy any or all of any content in Authentication Services in any form without our permission, apart from making one copy for your own personal, non- commercial use.
  - 1.16.4 use the Authentication Services in a way that could compromise us or our licensors’ systems or security or interfere with other users; and
  - 1.16.5 collect or harvest any information or data from the Authentication Services or us or our licensors’ systems or attempt to decipher any transmissions to or from the servers running the Authentication Services.

## AIB (NI)’s responsibility to you

- 1.17 While we will do as much as reasonably possible to make sure the Authentication Services are available to you without significant interruption or delay, we cannot guarantee that this will always be the case, or that the Authentication Services will be free from error or interruption, delay in operation or transmission, computer system virus or corruption, cyber risk, communications system failure. We will do as much as reasonably possible to resolve any issues within our control relating to the availability or performance of the Authentication Services.
- 1.18 You will have no claim against us, and we will have no legal responsibility to you:
- 1.18.1 for any increase costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;
  - 1.18.2 if you do not comply with these Terms or any other agreement with us or a third party which relates to your use of the Authentication Services, including any product terms;
  - 1.18.3 where you have acted fraudulently or with gross negligence
  - 1.18.4 if any of the details you provide to us were wrong or insufficient;
  - 1.18.5 where you have not downloaded the most up to date version of the Authentication Services, or if you are unable to download the Authentication Services for any reason;
  - 1.18.6 where your loss is due to circumstances outside our control, which meant we could not follow this Agreement or provide access to the Authentication Services despite our best effort to do so (for example, any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, system failure or failure or problem with a payment, settlement of clearance system, labour disputes or the acts or omissions of our agents or any other third party).
- 1.19 We will not be legally responsible 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.
- 1.20 Nothing in these Terms will stop us being responsible for your loss if:
- 1.20.1 we act fraudulently, with gross negligence or your loss is as a result of our wilful misconduct; or
  - 1.20.2 law, regulation, code or good practice does not allow us to exclude or limit our legal responsibility to you.

- 1.21 This section (*Our responsibility to you*) does not affect our legal responsibility as set out in the product terms relating to the service, account or payment card in connection with which the Authentication Services are used.

## Your responsibility to AIB (NI)

- 1.22 It is important that you are aware that you also have responsibilities. By using the Authentication Services, you agree to comply strictly with these Terms, in order to minimise the risk of unauthorised instructions and transactions on our accounts and payment cards and / or unauthorised use of our services.
- 1.23 If you do not comply with these Terms, we can claim from you any losses and costs which we reasonably incur (for example, any costs involved in taking steps to deal with you not complying with these Terms). We may also end your ability to use the Authentication Services (for more information see the “Term and Termination” section), which means that we may not be able to continue providing you, or an AIB (NI) customer who has given you access permissions, with all of our services.
- 1.24 This section (*Your responsibility to us*) does not affect our legal responsibility as set out in the product terms relating to the service, account or payment card in connection with which the Authentication Services are used

## Ending the Authentication Services

- 1.25 These Terms will continue to apply unless you decide you no longer want to use the Authentication Services. You do not need to tell us the reason for your decision.
- 1.26 We can end this Agreement and withdraw your access to Authentication Services immediately when we have reasonable grounds to believe that you are no longer using Online Services and it has not been active for 12 months or more.
- 1.27 These Terms will automatically end if:
- 1.27.1 you cease to be a customer, and you do not have permission to access and use services, accounts or payment cards for another AIB (NI) customer;
  - 1.27.2 you are not (or have ceased to be) an AIB (NI) customer, and you no longer have permission to access and use services, accounts or payment cards for another AIB (NI) customer; or
  - 1.27.3 you decide to cease using the Authentication Services or you delete the Authentication Services from your mobile Device. If you delete the Authentication Services and subsequently change your mind, you will need to re-register.
- 1.28 Where you use the Authentication Services in connection with a number of different AIB (NI) services, account(s) and / or payment card(s), these Terms will automatically end in connection with any of those services, account(s) and / or payment card(s) when they are closed or where you are no longer authorised to use those services, accounts or payment cards.
- 1.29 We may end these Terms at any time by giving you at least two months’ notice to you.
- Or immediately in any of the following circumstances:
- On your bankruptcy or you enter into a voluntary arrangement with your creditors;
  - If you can no longer manage your financial affairs or you die;
  - If any representations, warranties or statements made by you in connection with the Account or Online Services are breached or are untrue in any material respect;
  - If you commit any serious or repeated breach of these Terms or your Account terms and conditions;
  - If you are in breach of any other agreement with us;
  - We have reasonable grounds to believe that you are no longer using Online Services and it has not been active for 12 months or more;
  - You act, or are suspected of acting, fraudulently against us or any other party; or
- To enable us to comply with any law, regulation, code or good practice.
- We are required to do so by law.

- 1.30 Even if these Terms have ended, both you and we will be able to rely on some sections in connection with use of the Authentication Services before termination (for example, the “*Our responsibility to you*” and “*Your responsibility to us*” sections) or where those sections are necessary to protect you or us on an ongoing basis even after termination (for example, the “*Your right to use the Authentication Services and our Intellectual Property Rights*” section).

## General

- 1.31 We may update these Terms from time to time. We will give you at least two months’ notice of any change and will notify you by any means available to us (for example, by email, text message or on our website). We may give you shorter notice, or may not notify you of a change to these Terms, where:
- 1.31.1 the change is in your favour;
  - 1.31.2 the change is required under law, regulation, code or good practice by a particular date, and there is not time to give you notice; or
  - 1.31.3 the change has no impact on your use of the Authentication Services.
- If you do not agree with the changes, you should cease using the Authentication Services. Up to date copies of these Terms are available at [aibni.co.uk](http://aibni.co.uk)
- 1.32 If any court decides that we cannot enforce or rely on any provision of these Terms for any reason, then that provision will not apply but only to the extent of the court’s finding. The other provisions will continue to apply.
- 1.33 We may transfer our rights and obligations under these Terms to another organisation, including other members of the AIB group. We will notify you in writing if this occurs and, to the extent required by applicable law, we will ensure that the transfer will not affect your rights under these Terms.
- 1.34 We are giving you personally the right to use the Authentication Services as set out above. You may not transfer your right to access the Authentication Services to anyone else.
- 1.35 Northern Ireland law and the authority of the courts of Northern Ireland apply to these Terms.



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# AIB Authentication Services

## Allied Irish Bank (GB)



### Authentication Services Terms of Use (“Terms”)

These Terms apply where you access and use the AIB Authentication Services (the “**Authentication Services**”). The Authentication Services are available on a suitable mobile phone, tablet or other device (“**Device**”), including through our website on your personal computer. The words “you” and “your” mean you as a user of the Authentication Services and the words “we”, “us”, “our” and “AIB” mean AIB Group (UK) p.l.c., trading under licence as Allied Irish Bank (GB), its successor and assigns (referred to throughout these Terms as ‘we’, ‘us’ and ‘our’) providing the service, account(s) or payment card(s) in connection with which the Authentication Services are being used.

You will not be allowed to access or use the Authentication Services until you have accepted the Terms by clicking on the “Accept” button. If you do not accept these Terms, you may continue to make use of our services and access our products through means other than the Authentication Services (subject to any other applicable terms and conditions), but some of our services and products may not be available to you in that case.

### What the Authentication Services do

- 1.1 The Authentication Services provide both you and us with a secure means of authenticating your transactions and interactions with us in connection with certain products and services, accounts or payment cards (for example, where you send any queries and service requests to us, when you want to make transactions using your account(s) or payment cards, or if you apply or accept the terms and conditions for our products and services). It will also allow us to authenticate you if you have permission to access services, account(s) or payment cards for another Allied Irish Bank (GB) customer.
- 1.2 The terms and conditions that apply to the products and services (including account(s), payment card(s) and other services (including our Online Services), which we provide to you or the Allied Irish Bank (GB) customer (“**product terms**”), still apply to those accounts, cards and services. This includes any time periods or payment limits applicable to transactions and/or, applicable transaction fees and statement or fee advice provisions. If these Terms contradict the terms and conditions for the products or services which you are using in conjunction with Authentication Services, then your product and services terms and conditions will always take priority.

### How to use the Authentication Services

- 1.3 In order to use the Authentication Services, you will be required either to input existing identity details and associated access credentials which you use for our services (for example, your Online Services or Internet Business Banking access credentials) or to use the access credentials you input when you registered to use the Authentication Services. You will require these details and credentials (“**your security credentials**”) every time you use the Authentication Services.

### Keeping Things Secure

- 1.4 You must not share your security credentials. Your security credentials must be kept secure and confidential. If you share your security credentials with others, they may be able to access and use the services, account(s) or payment cards which we provide to you or any other customer which has given you access permissions. In that case, you or the other customer who has given you access permissions will be responsible for the use of your security credentials.
- 1.5 If you become aware of any suspicious or unauthorised conduct concerning any services, accounts or payment cards to which you have access, or of your security credentials, you agree to contact us as soon as possible (our contact details are set out in the “Contacting us” section of these Terms).
- 1.6 You must keep your Device on which you have the Authentication Services installed secure. If your Device has been lost, stolen or misappropriated, you agree to contact us as soon as possible (our contact details are set out in the “Contacting us” section of these Terms). Before you replace or dispose of a device you must ensure that your device is no longer registered to use Authentication Services.



- 1.7 You are solely responsible for any loss or damage arising from your failure to comply with our security procedures. If you act fraudulently, you will be legally responsible for all losses. If you act with Gross Negligence and this causes losses you may be legally responsible for those losses. If your Authentication Services details are misused in any way we expect you to cooperate with Us and the police in any investigation.
- 1.8 We may, at our sole discretion, remove your access to the Authentication Services if you are unable or unwilling to comply with the security procedures, commit repeated breaches of these terms, and act fraudulently or with gross negligence. We will notify you by email or phone in the event that your access has been removed.
- 1.9 We may, at our sole discretion, implement additional security measures based on biometric data unique to the individual accessing the Authentication Services. You will separately be asked to provide your explicit consent to us collecting and using your biometric data (which is a special category of personal data) for security purposes before you will be enabled to use any biometrics based security measures.

## Security and Unavailability

- 1.10 Without limiting your obligations, we may block your access to the Authentication Services in circumstances where your security credentials have been compromised or access by you is no longer required. You may contact us for information regarding any suspension of access (our contact details are set out in the “Contacting us” section of these Terms). We will provide information to you to assist in eliminating the security compromise or access restriction, unless it would be unlawful for us to give you this information. Blocks on access will not be lifted where these Terms have ended in connection with specific services, account(s) and / or payment card(s) for which you are no longer a customer or for which you are no longer authorised by an AIB (NI) customer (for more information, see the “Term and Termination” section below).
- 1.11 From time to time, the Authentication Services may be changed and upgraded to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Your access to the Authentication Services may be occasionally restricted between the hours of 3.00am to 7.00am UK time to allow for repairs, maintenance or the introduction of new facilities or services. We will do as much as reasonably possibly to keep any disruption to a minimum.

## Electronic Information

- 1.12 Electronic signatures may be used by us and you to confirm acceptance of these Terms. We may provide you with, and we may keep a record of, documents which form part of these Terms or which relate to your use of the Authentication Services, in either electronic or paper form. You agree and consent that:
  - 1.12.1 any related documents and/or information may be provided in electronic form;
  - 1.12.2 any related documents and / or information may be retained, presented and produced by us in electronic form whether originally provided in electronic form or otherwise;
  - 1.12.3 both you and we may use an electronic signature to sign any related documents; and
  - 1.12.4 when asked to do so by us, you will print, save or download any documents provided in electronic form by us.
  - 1.12.5 When making changes to these Terms we will only notify you via email. It is your responsibility to ensure that the email address and contact details you provide us are kept up to date.

## Charges

- 1.13 We do not charge you for using the Authentication Services. However, where a fee is applicable to any of the products or services in connection with which you use the Authentication Services, that fee shall be charged at the appropriate rate specified in our Fees and Charges guide.
- 1.14 Your use of the Authentication Services will be subject to charges under your contract with your mobile network operator or internet service provider, which may be higher where you use the Authentication Services outside the UK. You should refer to your mobile network operator or internet service provider for further details and for details of the applicable charges.



## Your right to use the Authentication Services and our Intellectual Property Rights

- 1.15 All copyright and other rights related to the Authentication Services, its content, data and form, as well as to the information, brand names / trademarks, logos and images on it (collectively “**Intellectual Property**”) belong to us or our licensors. You have a limited right to access and use the Authentication Services solely to authenticate you in connection with our services, account(s) or payment cards, provided all copyright, trademark and other proprietary notices are left intact. You are prohibited from copying, reproducing or using, in any other way whatsoever, any part or all of the Intellectual Property.
- 1.16 You must not:
- 1.16.1 use the Authentication Services or the Intellectual Property in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or in a malicious manner
  - 1.16.2 infringe our and our licensors’ rights in any Intellectual Property in relation to your use of the Authentication Services;
  - 1.16.3 You must not copy any or all of any content in Authentication Services in any form without our permission, apart from making one copy for your own personal, non- commercial use.
  - 1.16.4 use the Authentication Services in a way that could compromise us or our licensors’ systems or security or interfere with other users; and
  - 1.16.5 collect or harvest any information or data from the Authentication Services or us or our licensors’ systems or attempt to decipher any transmissions to or from the servers running the Authentication Services.

## Allied Irish Banks (GB)’s responsibility to you

- 1.17 While we will do as much as reasonably possible to make sure the Authentication Services are available to you without significant interruption or delay, we cannot guarantee that this will always be the case, or that the Authentication Services will be free from error or interruption, delay in operation or transmission, computer system virus or corruption, cyber risk, communications system failure. We will do as much as reasonably possible to resolve any issues within our control relating to the availability or performance of the Authentication Services.
- 1.18 You will have no claim against us, and we will have no legal responsibility to you:
- 1.18.1 for any increase costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;
  - 1.18.2 if you do not comply with these Terms or any other agreement with us or a third party which relates to your use of the Authentication Services, including any product terms;
  - 1.18.3 where you have acted fraudulently or with gross negligence
  - 1.18.4 if any of the details you provide to us were wrong or insufficient;
  - 1.18.5 where you have not downloaded the most up to date version of the Authentication Services, or if you are unable to download the Authentication Services for any reason;
  - 1.18.6 where your loss is due to circumstances outside our control, which meant we could not follow this Agreement or provide access to the Authentication Services despite our best effort to do so (for example, any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, system failure or failure or problem with a payment, settlement of clearance system, labour disputes or the acts or omissions of our agents or any other third party).
- 1.19 We will not be legally responsible 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.
- 1.20 Nothing in these Terms will stop us being responsible for your loss if:
- 1.20.1 we act fraudulently, with gross negligence or your loss is as a result of our wilful misconduct; or
  - 1.20.2 law or regulation does not allow us to exclude or limit our legal responsibility to you.

- 1.21 This section (Our responsibility to you) does not affect our legal responsibility as set out in the product terms relating to the service, account or payment card in connection with which the Authentication Services are used.

## Your responsibility to Allied Irish Bank (GB)

- 1.22 It is important that you are aware that you also have responsibilities. By using the Authentication Services, you agree to comply strictly with these Terms, in order to minimise the risk of unauthorised instructions and transactions on our accounts and payment cards and / or unauthorised use of our services.
- 1.23 If you do not comply with these Terms, we can claim from you any losses and costs which we reasonably incur (for example, any costs involved in taking steps to deal with you not complying with these Terms). We may also end your ability to use the Authentication Services (for more information see the “Term and Termination” section), which means that we may not be able to continue providing you, or an Allied Irish Bank (GB) customer who has given you access permissions, with all of our services.
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  - 1.27.2 you are not (or have ceased to be) an Allied Irish Bank (GB) customer, and you no longer have permission to access and use services, accounts or payment cards for another Allied Irish Bank (GB) customer; or
  - 1.27.3 you decide to cease using the Authentication Services or you delete the Authentication Services from your mobile Device. If you delete the Authentication Services and subsequently change your mind, you will need to re-register.
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- 1.29 We may end these Terms at any time by giving you at least two months’ notice to you.
- Or immediately in any of the following circumstances:
- On your bankruptcy or you enter into a voluntary arrangement with your creditors;
  - If you can no longer manage your financial affairs or you die;
  - If any representations, warranties or statements made by you in connection with the Account or Online Services are breached or are untrue in any material respect;
  - If you commit any serious or repeated breach of these Terms or your Account terms and conditions;
  - If you are in breach of any other agreement with us;
  - We have reasonable grounds to believe that you are no longer using Online Services and it has not been active for 12 months or more;
  - You act, or are suspected of acting, fraudulently against us or any other party; or
- To enable us to comply with any law, regulation, code or good practice.
- We are required to do so by law.

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## General

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1.31.2 the change is required under law or regulation by a particular date, and there is not time to give you notice; or

1.31.3 the change has no impact on your use of the Authentication Services.

If you do not agree with the changes, you should cease using the Authentication Services. Up to date copies of these Terms are available at [aibgb.co.uk](http://aibgb.co.uk)

- 1.32 If any court decides that we cannot enforce or rely on any provision of these Terms for any reason, then that provision will not apply but only to the extent of the court’s finding. The other provisions will continue to apply.
- 1.33 We may transfer our rights and obligations under these Terms to another organisation, including other members of the AIB group. We will notify you in writing if this occurs and, to the extent required by applicable law, we will ensure that the transfer will not affect your rights under these Terms.
- 1.34 We are giving you personally the right to use the Authentication Services as set out above. You may not transfer your right to access the Authentication Services to anyone else.
- 1.35 England and Wales law and the authority of the courts of England and Wales apply to these Terms.



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