



AIB Phone & Internet Banking Registration

For Companies

Who can use this form

This form is for companies only.

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

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

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

When using AIB Phone & Internet Banking

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

Signing this form

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



Four easy steps to register for AIB Phone & Internet Banking

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

Existing AIB iBusiness Banking ('iBB') Customers

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

Registration Helpline

Call us at **0818 724 020**. We are available 24/7 to discuss any AIB Phone & Internet Banking registration queries you may have.

www.aib.ie/business

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

Data Protection Notice

Use of Information

How we use your information at AIB

In this Notice, we explain how we collect information about you, how we use it and how you can interact with us about it.

Who We Are

When we talk about “AIB”, or “us” or “we” in this Notice, we are referring to Allied Irish Banks, p.l.c. and its subsidiaries, affiliates and their respective parent and subsidiary companies (“AIB Group”). We will share information about you within AIB Group.

How We Collect Information about You and Your Consent

We collect personal information, for example when you open an account; make a deposit; apply for a loan; use your credit or debit card; or look for advice about your investments.

We will also collect information from others, such as credit bureaus (like the Irish Credit Bureau), or through our website, apps, social media sites, community based discussion forums and CCTV footage. We will sometimes record phone conversations to improve security, resolve complaints, improve service and train our people. We will always let you know when we are recording our calls with you.

Our websites use ‘cookie’ technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites. They help us make the site work better for you. You can find out more about cookies, including how to disable them on www.aib.ie. We also use cloud technology to store data including your information, to support our infrastructure and to deliver you real time personalised offers.

By using our products and services, or asking about them directly or online, you are consenting to us collecting and using your information in the ways we explain in this notice and any future versions of it.

How We Keep Your Information Safe

We know that you care about how information about you is used, stored and shared. We appreciate your trust in us to do that. To protect your information we use security measures that comply with Irish law and meet international standards. This includes computer safeguards and secure files and buildings.

What We Use Your Information For

Offering and Managing Your AIB Products and Services

We gather information about you and the products and services you use, or ask us about. We use this information to:

- make recommendations about the products or services you hold with us,
- decide how the products and services you don’t yet hold might be suitable for you, and
- decide to offer these to you, the terms and conditions under which we offer them and how we will offer them to you, for example directly or through digital media.

Developing Our Relationship – Marketing and Customer Experience

We may use your information for direct marketing purposes, where you have given us permission to do so. We may make you aware of products and services which may be of interest to you. We may do this by phone, mail, email, text or through other digital media. You can decide how much direct marketing you want to accept, so we make it as easy as possible for you to change your direct marketing preferences, simply contact us directly online or by calling 1890 724 724.

We will also use the information we have gathered on you to personalise your experience on digital media such as websites, apps, ATMs, social media sites, mobiles and tablet devices. This may include giving you product and service content we believe might be of interest to you.

Data Analytics – Using Information in Our Business

We analyse the information that we collect and hold on you through channels such as social media networks (Facebook, Twitter, YouTube etc.). This helps us understand your behaviour, our relationship with you and also our position in a market place. Our analysis helps us to offer you products and services content we believe will be of interest to you.

Our Legal Obligations

We have legal obligations to prevent fraud, tax avoidance, money laundering and terrorist financing. These obligations mean we have to continually update our customer information. Often we have to share customer information with third party law enforcement agencies. Where false or misleading information is given to us, or we suspect criminal activity we will record this and tell the appropriate law enforcement agencies, which may be within and outside Ireland.

Your Information and Third Parties

We sometimes use other companies and individuals to work on our behalf or to give us information to help us make decisions. For example to:

- analyse data;
- collect debts;
- trace information;
- process information; and
- conduct market research.

We contract with all third parties to whom we give your information for these purposes to keep your information confidential and to respect the law on data protection.

If at any time you would like to be removed from our market research database please let us know by writing to AIB, Office of the Director of Retail & Business Banking, Bankcentre, Ballsbridge, Dublin 4.

We use credit reference agencies to check your credit history, your debts, how you operate your accounts and to verify your identity. The credit reference agencies record these searches, whether we offer you credit or not. We give them information about the products and services you hold with us and we keep them updated about how well you repay credit. We do this so that we can make decisions about offering credit and carry out credit reviews. We may use credit scoring techniques and automated decision making systems to either fully or partially assess your application.

Accessing and Managing Your Information

We try to make sure that the information we have about you is accurate and up-to-date. Sometimes we may ask you to verify that the information we have remains accurate. If your information changes or you believe we have information which is inaccurate or not up-to-date please let us know and we will change it.

Under the Data Protection Acts you have the right to see the personal information we hold about you. We will charge you €6.35 for this. To get a copy of this information, write to your local AIB branch or to the SARS Unit, 4th Floor, 1 Adelaide Road, Dublin 2.

Company Details

Company Name

IBAN

Please provide details of one account the Company holds.

AIB Phone & Internet Banking Nominated User

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

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

Nominated User
Name

Mobile

Email

Nominated User's Signature

Date / /

AIB Business Debit Card

Does the Nominated User you have selected above have an AIB Business Debit Card on your Company account?

Yes ☐

No ☐

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

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

AIB Business Debit Card Application

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

Authorised User
Name

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

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

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

Name to appear
on Debit Card

No more than 21 characters.

Business Current
Account IBAN

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

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

Authorised User's Signature

Date / /

We certify that the following is a true extract of a meeting of the Board of Directors of

(the 'Company').

Held on / /
Day Month Year

- 1 The Chairperson reported to the meeting that it was proposed that the Company apply for the AIB Phone & Internet Banking service (the 'Service').
- 2 A copy of the AIB Phone & Internet Banking Registration Form and the Terms and Conditions for AIB Phone & Internet Banking (the 'Conditions') were produced at the meeting, examined and discussed. The Chairman noted in particular, paragraphs 3 to 13 (inclusive) of the Terms of Registration and Declaration section of the registration form relating to the differences between AIB Phone and Internet Banking and AIB iBusiness Banking, the eligibility criteria for registration for the Service, and the extensive powers granted to the Nominated User in relation to different types of accounts.
- 3 After careful consideration those present at the meeting agreed that use of the Service would be for the benefit of the Company. Therefore IT WAS RESOLVED that:
 - (i) the Agreement (as defined in the Conditions), is approved;
 - (ii) any two directors or a director and the Company secretary are authorised to complete and submit the AIB Phone & Internet Banking Registration Form and any documentation relating to the Service including documentation changing the Nominated User or written notice terminating the Service;
 - (iii) all accounts which the Company has with AIB (including accounts held jointly with other parties) can be used through the Service, in accordance with the Agreement;
 - (iv) the individual designated in the AIB Phone & Internet Banking Registration Form, as 'Nominated User' is authorised to:
 - a) complete the registration for the Service;
 - b) use all features of the Service (as may be changed from time to time) made available to the Company, in accordance with the Conditions, in respect of any account of the Company which appear on the Service, including where appropriate, accessing information in relation to that account and executing transactions on that account; and
- 4 Where the Company is also applying for an AIB Business Debit Card and has filled in the AIB Business Debit Card Application section of the registration form, those present at the meeting, after careful consideration, also agreed that applying for an AIB Business Debit Card for the Nominated User would be for the benefit of Company. Therefore, IT WAS RESOLVED that:
 - (i) the Company will apply for an AIB Business Debit Card to be issued in the name of the person listed as Authorised User in the AIB Business Debit Application section of the AIB Phone & Internet Banking Registration Form (who must also be the Company's Nominated User for AIB Phone & Internet Banking) in accordance with the AIB Debit Card Terms and Conditions of Use, a copy of which was presented to the meeting;
 - (ii) any two directors or a director and the company secretary are authorised to complete and submit the registration form and any documentation relating to the application for an AIB Business Debit Card;
 - (iii) the AIB Business Debit Card shall remain in place unless and until it is terminated by either the Company or by AIB in accordance with the AIB Debit Card Terms and Conditions of Use.

This must be signed by the chairperson of the meeting (this person must be a director of the Company) and also signed by another director or the company secretary. The individuals who sign this certification must also sign the Terms of Registration and Declaration below.

Name of Director	<input type="text"/>
Signature	<input type="text"/>
Name of Director or Company Secretary	<input type="text"/>
Signature	<input type="text"/>
Date	<div>Day</div> <div>Month</div> <div>Year</div>

Terms of Registration and Declaration

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

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

The Company:

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

Terms of Registration and Declaration Continued

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

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

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

- 18 applies to AIB to issue an AIB Business Debit Card in the name of the person listed as Authorised User in the AIB Business Debit Card Application section of the AIB Phone & Internet Banking Registration Form (who must also be the Company's Nominated User for AIB Phone & Internet Banking) in accordance with the AIB Debit Card Terms and Conditions of Use;
- 19 confirms that the AIB Debit Card Terms and Conditions of Use have been received, read, and are understood by the Company;
- 20 requests AIB to issue a Personal Identification Number ('PIN') for the AIB Business Debit Card to the Authorised User;

- 21 confirms that the Authorised User is also an authorised signatory on the account listed in the AIB Business Debit Card Application section of this registration form and is permitted to effect transactions on that account alone;
- 22 permits AIB to cancel the AIB Business Debit Card if the mandate on the account listed in the AIB Business Debit Card Application section of the AIB Phone & Internet Banking Registration Form ceases to be 'any one to sign';
- 23 understands that the Company is liable for the payment of all transactions carried out by the Authorised User as if the transactions had been carried out by the Company;
- 24 understands that if the Authorised User ceases to be an authorised signatory on the Account that the AIB Business Debit Card will remain in existence until cancelled by the Company.

Signed for and on behalf of the Company

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

Name of Director	<div></div>
Signature	<div></div>
Name of Director or Company Secretary	<div></div>
Signature	<div></div>
Date	<div><div>Day</div><div>Month</div><div>Year</div></div>

Terms and Conditions for AIB Phone & Internet Banking

The AIB Phone & Internet Banking Terms & Conditions are supplemented by the following additional service Terms & Conditions:

- **Online Notice Deposit 7 Terms and Conditions**
- **Online Notice Deposit 21 Terms and Conditions**
- **Online Saver Terms and Conditions**
- **Online Sharedealing Terms and Conditions**
- **Online Fixed Term Deposit Account Terms and Conditions**

The Terms & Conditions for these services are available to view on our website at www.aib.ie

Terms and Conditions for AIB Phone & Internet Banking

April 2016

Definitions

In these Conditions:

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

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

Account Holder means a person who maintains an Account.

Adviser Facility means the 24 hour a day facility available through AIB Phone Banking by which you may access and utilise certain (at our discretion) Banking Services with the assistance of a Customer Service Adviser.

Agreement means the agreement concluded between us and you for the purposes of receiving any of the Banking Services through AIB Phone & Internet Banking which consists of (1) the Registration Process(es); (2) these Conditions; (3) the Privacy and Security Policy; and (4) the Data Protection Notice and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you including all Account Conditions.

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

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

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

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

AIB Phone Banking means the system provided by us to enable you to access and utilise certain (at our discretion) Banking Services for approx. 20 hours a day by telephone using the Self-Service Facility and/or the Adviser Facility 24 hours a day by telephone.

AIB Phone & Internet Banking means AIB Phone Banking, AIB Internet Banking, and/or AIB Top-Up Services and/or the Me2U Service.

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

Allied Irish Banks, p.l.c. and AIB Leasing Limited means Allied Irish Banks, p.l.c., and AIB Leasing Limited both trading as AIB Finance & Leasing, having their registered office at Bankcentre, Ballsbridge, Dublin 4, and place of business at Bankcentre, Ballsbridge, Dublin 4. AIB Leasing Limited is a subsidiary of AIB and a member of the AIB Group.

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

Banking Services means the services which we will supply, at our discretion, to you from time to time through AIB Phone & Internet Banking which may include (without limitation) allowing you to: (a) access information on an Account, including the balance of, and details of recent transactions on, the Account; (b) conduct a cheque search (in respect of cheques written within the preceding two months); (c) request statements on an Account; (d) make a Money Transfer; (e) make a Bill Payment; (f) apply for or access personal loan facilities; (g) (h) access information in relation to the current value and other policy information in relation to Ark Life and Irish Life products/services purchased by you; (i) access balance and other statement information in relation to other AIB Group member products purchased by or provided to you; (j) use AIB Top-Up Services; (k) use the Me2U Service; and (l) manage features of your AIB Credit Card and Debit Card, in accordance with the relevant Account Conditions, including reporting your cards lost or stolen, requesting a replacement card, requesting a card pin reminder and adding a travel note. For the avoidance of doubt, we may, at our discretion, only make available a limited number of the Banking Services on AIB Phone Banking, the Website and/or any AIB Banking App.

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

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

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, where in relation to execution timeframes in respect of a payment to an account with another bank, a day on which the payee's bank is also open for business and in each case which is also a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer 2 (TARGET) system or any successor thereto is operating. A Non-Business Day shall be construed accordingly.

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

Code Card means the card or device which may be issued to you by us for use in conjunction with AIB Phone & Internet Banking for authentication purposes.

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

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

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

Data Protection Notice means the data protection notice which sets out the terms upon which any personal data received in respect of the Agreement will be gathered and processed, and which is published on the Website, together with any consents you have given to AIB Group/Ark Life regarding use of your personal data.

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

Eligible Card means a valid euro Visa card (credit, debit or pre-paid) issued within 'Visa Europe' and currently eligible to receive funds through the Me2U Service or a similar service provided by a third party in conjunction with Visa Europe. The Eligible Cards may change from time to time at our discretion or at the discretion of Visa Europe or other third party providers.

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

Fees Booklets means the editions of our booklets 'A Guide to Fees & Charges for Personal Accounts', 'A Guide to Currency Accounts', 'Business Fees and Charges' and 'Schedule of International Transaction Charges'.

Inter Account Transfer means the transfer of funds in euro by you for credit of an account within SEPA held by or with a credit institution other than us (other than a Mandated Account), which is made at the debit of an Account using: (i) the Self-Service Facility and/or Adviser Facility; and/or (ii) AIB Internet Banking.

International Payment means any payment which is not a euro payment to an account in accordance with the relevant SEPA Rules and which is made at the debit of a Nominated Account using the Self-Service Facility and/or AIB Internet Banking.

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

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

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

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

Me2U Payment means a transfer of funds either from or to your AIB Visa Credit Card or Debit Card using the Me2U Service.

Me2U Service means the service provided by us (together with Visa Europe) via an AIB Banking App that enables you to transfer funds to an Eligible Card and/or to receive funds to a nominated Debit Card or AIB Visa Credit Card. This service should only be used as a funds transfer and should not be used for the purchase of goods and/or services.

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

Money Transfer means an Intra Account Transfer or an Inter Account Transfer or an International Payment.

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

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

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

Passcode means the passcode selected by you for use in connection with the Me2U Service.

Payment Services Directive or PSD means Directive 2007/64/EC relating to payment services as amended or replaced from time to time and transposed into Irish law.

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

Privacy and Security Policy means the documents called 'Privacy Statement' and 'Security Policy' published on the Website and/or any AIB Banking App from time to time.

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

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

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

Self-Service Facility means the fully automated facility available to you in connection with AIB Phone Banking which enables you to access and utilise certain (at our discretion) Banking Services attaching to this facility.

SEPA means the Single Euro Payments Area as defined by the European Payments Council as being the area where citizens, companies and other economic actors will be able to make and receive payments in euro whether between or within national boundaries under the same basic conditions rights and obligations, regardless of their location within that area.

SEPA Rules means as applicable the SEPA Credit Transfer Scheme Rules or the SEPA Direct Debit Scheme Rules of the European Payments Council as in force from time to time.

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

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

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

User means the Account Holder to whom (or, in the case of joint Accounts, to each of whom) any Security Device is issued (if applicable) or where the Account Holder is a business (including a company), any person nominated by the Account Holder to use AIB Phone and Internet Banking on its behalf.

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

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

Any reference to '**AIB**', '**we**', '**us**' and '**our**' means Allied Irish Banks, p.l.c. and includes our successors and assigns. Our principal business is the provision of financial services. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 9138, College Green, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

Use of AIB Phone & Internet Banking

1 Interpretation

1.1 These Conditions are supplemental to and should be read in conjunction with our Account Conditions and both shall apply to your Account. Should there be a conflict between these Conditions and the Account Conditions, these Conditions shall prevail.

1.2 In particular and without prejudice to the generality of the application of the Account Conditions, the Account Conditions contain information and provisions relating to:

1.2.1 the information and Unique Identifiers you must supply to us in order for a payment to be properly executed;

1.2.2 execution timeframes;

1.2.3 liability in respect of unauthorised, non-executed and incorrectly executed payment instructions;

1.2.4 interest and exchange rates;

1.2.5 the manner in and frequency with which we will communicate with you; and

1.2.6 the language we will use to communicate with you.

1.3 In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.

1.4 In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

1.5 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.

1.6 Copies of these Conditions and all other documents that constitute the Agreement may be obtained from your branch. These Conditions and certain other documents that constitute the Agreement are also online at www.aib.ie and on your AIB Banking App.

1.7 When you use any of the Banking Services you are deemed to have accepted these Conditions.

2 Availability and Security

2.1 AIB Phone & Internet Banking, through which Banking Services are made available, is, subject to Condition 2.2, only provided to you by us in respect of Accounts in Ireland.

2.2 AIB Phone & Internet Banking (including the Banking Services delivered through it) and each Security Device (if applicable) must be used by you strictly in accordance with the Agreement.

2.3

2.3.1 The Registration Number and PAC will be generated during the Registration Process (and the Code Card or Card Reader, if requested, will be provided by us directly to you). You must not disclose any details of any Security Device, whether directly or indirectly, to any other person (including, but not limited to, any account aggregation service provider and in the case of business Account Holders to any person other than that Account Holder's nominated User).

2.3.2 Should you know or think it possible that the Registration Number, PAC and/or Passcode has become known to any other person (including for the avoidance of doubt, in the

case of business Account Holders to any person in the business other than that Account Holder's nominated User) you shall immediately effect a change to the PAC through AIB Phone Banking or AIB Internet Banking and/or a change to the Passcode through the Me2U Service. You should also notify us as per Condition 2.3.9.

2.3.3 Should you know or think it possible that the Code Card or details on it has/have been disclosed to any other person (including for the avoidance of doubt, in the case of business Account Holders to any person in the business other than that Account Holder's nominated User) (other than us) you shall immediately effect a cancellation of the Code Card by contacting our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

2.3.4 The Card Reader identifies you by means of your Debit Card and as such a Card Reader can be shared by Users. The Card Reader is used with any Debit Card issued to you in conjunction with AIB Phone & Internet Banking for authentication purposes and to avail of Banking Services. Should you know or think it possible that details of your Debit Card and/or PIN has/have been disclosed to any other person you shall immediately effect a cancellation of the Debit Card as advised in your Debit Card Terms and Conditions.

2.3.5 You shall disconnect and exit AIB Internet Banking when not availing of the Banking Services.

2.3.6 You should disable any function on your AIB Internet Banking that could allow another person to view your Account balance if you share your Mobile Device for any purpose whatsoever. You also acknowledge that your Account balance may be visible on your Mobile Device, where such a Mobile Device is wearable, for a short period of time after you view it.

2.3.7 You shall keep all Mobile Devices secured and before you replace or dispose of a Mobile Device, you shall ensure that Mobile Device is no longer registered to use Banking Services through an AIB Banking App and delete any AIB Banking App from that device.

2.3.8 You should immediately delete any SMS Message sent or received by you in connection with the Banking Services and/or the Registration Process(es) which contains reference(s) to or details of any Security Device.

2.3.9 You must notify us without undue delay on becoming aware of the loss, theft or misappropriation of any Security Device or their unauthorised use by contacting our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions). If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered. We will normally consider that there has been undue delay on your part if you fail to notify us within 30 days after receipt by you of a statement or payment advice detailing the relevant debit to your Account or where a statement or payment advice is not issued to you, within 30 days of the relevant information being made available to you through our Banking Services. In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.

2.3.10 You should notify us immediately on becoming aware of the loss, theft or misappropriation of any Mobile Device registered for use of the Banking Services or the unauthorised use of such device by contacting our customer service helpline (our contact

details are set out in the "Contacting us" section of these Conditions) to allow us to deregister you from the Mobile Device.

2.3.11 From time to time we may update an AIB Banking App. Depending on the update, you may not be able to use that AIB Banking App until you have downloaded the latest version of the AIB Banking App and, where appropriate, accepted any new terms and conditions.

3 Equipment

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

4 Indemnity

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

5 Payments from your Account

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

5.2 You authorise us to act upon any instruction to debit an Account received through AIB Phone & Internet Banking which has been transmitted using all or part of any Security Device and/or any other authentication process (which may, or may not, include use of all or part of a Security Device) which we may require to be used in connection with AIB Phone & Internet Banking without requiring us to make any further authentication or enquiry, and all such debits shall constitute a liability of yours. Where your Account is maintained in joint names the liability of the Account Holders shall be joint and several.

5.3 When a transaction is authorised by use of a Security Device and/or any other authentication process (which may, or may not, include use of all or part of a Security Device), the use of such authentication process will be regarded as conclusive evidence that the transaction was authorised by the User. We will be deemed to have received the transaction on the Business Day that it is authorised subject to applicable cut-off times. The applicable cut-off times are available on AIB Internet Banking, the Website or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

5.4 Entries in an Account in respect of Bill Payments, Money Transfers, Me2U Payments and Top-Ups shall be prima facie evidence that the transfer or debit represented thereby has been duly authorised and shall be binding on us and you unless and until proved to the contrary.

5.5 We may refuse to execute a transaction if:

5.5.1 you have not authorised the transaction in accordance with Condition 5.2;

5.5.2 we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;

5.5.3 you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;

5.5.4 you have not provided us with all the information or you have not followed all the instructions we have given to you to enable us to execute the transaction; or

5.5.5 any of the circumstances specified in Condition 14.1 occur.

If we do not accept a payment instruction in respect of a payment that is subject to the PSD we will notify you of this within the execution timeframes set out or referred to in these Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so.

5.6.1 You shall ensure that all instructions given by you to us through AIB Phone & Internet Banking are accurate and complete, and that, where appropriate, you correctly identify the Account/account (including any Unique Identifier required) to which any amount is to be credited or debited. In particular, prior to confirming any instruction to us, you shall ensure that the instruction which is relayed back to you confirming the instruction that you sent through AIB Phone & Internet Banking is the instruction which you intend to give. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us or by us accepting such instructions. Where you give us inconsistent instructions (for example, where the receiving bank's NSC or BIC and its name and address details do not match) we shall not be liable for acting in accordance with any part of those instructions. We are entitled to rely on any instruction from you using AIB Phone & Internet Banking, and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you. We shall not be liable for any delay or error which arises from incomplete, unclear, inconsistent and/or mistaken instructions which you give to us.

5.6.2 Once accepted by us for execution a payment instruction is irrevocable. However, if you wish to amend or cancel an instruction that you have given to us, we will, provided you give the instruction to make such amendment or cancellation in such form as we may prescribe, use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation should be given to your branch in writing, by telephone or in such other form as we may prescribe. You will be liable for any additional fees or expenses or exchange losses which arise out of any such amendment or cancellation, or any payment investigation initiated at your request.

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

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

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

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

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

6 Me2U Service

6.1 If you wish to utilise the Me2U Service, you must register for the service through AIB Internet Banking, which involves following the Registration Process and downloading the relevant AIB Banking App. However, before you can register for the Me2U Service, you must already: i) have a Registration Number and PAC; ii) hold a valid AIB Visa Credit Card or Debit Card approved by us as eligible for the Me2U Service; and iii) have a valid email address and mobile phone number.

6.2 Once you have registered for the Me2U Service, you can:

6.2.1 receive a payment through the Me2U Service (or a similar service provided by a third party in conjunction with Visa Europe) to any Debit Card or AIB Visa Credit Card registered; and/or

6.2.2 make a Me2U Payment to any Eligible Card by logging into the relevant AIB Banking App and following the onscreen instructions (which include entering the amount you wish to transfer, selecting the mobile phone number or entering the sixteen digit Visa card number of the Eligible Card and entering your Passcode).

6.3 If you wish to check the status of any Me2U Payment, you may do so by logging in to the relevant AIB Banking App.

6.4 If you wish to cancel the Me2U Service, you may do so at any time on AIB Internet Banking.

7 The application of foreign exchange rates to transactions

7.1 Any payment on your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate. For details of the applicable rates and procedures please see your Account Conditions.

7.2 Payments submitted on a non-Business Day or outside the applicable cut-off times (see condition 8 below) on a Business Day, will be processed on the next Business Day in accordance with the Account Conditions.

8 Time periods for payments and payment limits

8.1 Our ability to execute a payment instruction within the applicable maximum execution time is dependent on our receiving the relevant instruction before the applicable cut-off times. The applicable cut-off times are available on AIB Internet Banking, the Website or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions). Any payment instructions in respect of the Accounts issued by you via the Banking Services must be received by us before the relevant cut off time, in order to be dealt with by us on that Business Day. Any payment instructions in respect of the Accounts issued via the Banking Services received by us after the relevant cut off time or on a non-Business Day will, subject to our acceptance of such instruction for execution, be dealt with on the next Business Day unless you are otherwise notified through the Banking Services. We are not responsible for any delay in the processing of International Payment instructions where the date of receipt of payment in the recipient jurisdiction is not a business day in that jurisdiction or in the jurisdiction of the payment currency.

8.2 Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the payee's bank to process and apply the payment to the payee's account.

8.3 Details of the applicable execution timeframes are available in the Account Conditions, on AIB Internet Banking, on the Website, or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

8.4 Upon receipt of a proper and complete request from you for a Top-Up, AIB will debit the Nominated Account within a matter of minutes subject to mobile service provider availability and forward an electronic request to the relevant mobile network operator to provide a credit of the amount transferred for the benefit of the pre-paid mobile phone number nominated by you.

8.5 Details of the daily transactional limits in relation to the Banking Services and the maximum aggregate amount which you may transfer using the Banking Services (whether by Bill Payments, Money Transfers, Top-Ups and/or otherwise) during any Business Day are available on the Website, the relevant AIB Banking App or through our customer service helpline (our contact details are set out in the "Contacting us" section of these Conditions).

8.6 Upon successful authorisation of a Me2U Payment to an Eligible Card that is registered for the Me2U Service or a similar service provided by a third party in conjunction with Visa Europe, we will reduce the available balance on your nominated card Account and transfer the credit to the payees nominated Eligible Card on the same Business Day.

8.7 Upon successful authorisation of a Me2U payment to an Eligible Card that is not registered for the Me2U Service:

8.7.1 you will be provided with a claim code for the Me2U Payment, which you must provide to the payee (the '**Claim Code**'). For security reasons, the Claim Code should not be sent to the payee via SMS Message;

8.7.2 the payee will receive an SMS Message, which a) advises them that you wish to send them a Me2U Payment and b) provides them with a unique link to the Visa Europe

collections website. The payee must then go to the unique link within 7 days and follow the onscreen instructions to effect the transfer (which includes entering the Claim Code and their Eligible Card details). Once the payee has correctly completed this process, we will reduce the available balance on your nominated Debit Card or AIB Visa Credit Card Account and transfer the credit to the payees nominated Eligible Card on the same Business Day;

8.7.3 a reminder SMS Message will be sent to the payee if they have not collected the Me2U Payment after 72 hours. If the payee fails to collect the Me2U Payment within 7 days, the unique link provided will expire and a further SMS Message will be sent to the payee advising them that the Me2U Payment has been cancelled; and

8.7.4 please note that the above SMS Messages sent in connection with a Me2U Payment are automatically generated by Visa Europe. However, they are sent using your mobile phone number and therefore, the payee will receive these SMS Messages from your mobile phone number.

9 Our liability to you

9.1 To the extent permitted by law, and notwithstanding anything to the contrary herein, we shall not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence or Condition 9.2 below applies. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever.

9.2 If you suffer fraud through AIB Phone and Internet Banking, we will refund you the full amount taken fraudulently from your Account, provided that:

9.2.1 you have not acted fraudulently;

9.2.2 you have acted fully in accordance with these Conditions (in particular Condition 2) and your Account Conditions; and

9.2.3 you keep your computer and/or where appropriate your Mobile Device security software (e.g. anti-virus, anti-spyware and firewall software) up to date and run regular security scans. 9.3 We will have no liability to you for any loss suffered by you where you:

9.3.1 have acted fraudulently;

9.3.2 have intentionally or because of your gross negligence not used or failed to keep safe any Security Device and/or Mobile Device in accordance with these Conditions or any terms and conditions applicable to it; and/or

9.3.3 have intentionally or because of your gross negligence failed to notify us of any loss, theft or misappropriation of any Security Device without undue delay (in accordance with Condition 2.3.9).

9.3.4 have intentionally or because of your gross negligence failed to notify us of any loss, theft or misappropriation of any Mobile Device (in accordance with Condition 2.3.10).

9.4 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. Where we provide you with services which are not subject to the Payments Services Directive we shall not be liable to you for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.

9.5 We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.

9.6 Notwithstanding any other provision in the Conditions, we may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, 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 or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

10 Information on Account Balances and Statements

10.1 You acknowledge that any Account balance quoted through AIB Phone & Internet Banking may not be fully up to date. For instance the quoted Account balance may not have been appropriately adjusted to include any debit or credit (whether paper or electronic (including via SMS Message)) transactions processed or issued since close of business on the previous Business Day. You accept that, as the Account balance quoted may contain uncleared transactions, it may be adjusted in the event of non-payment of any such transactions. You also accept that for certain Accounts an account balance may not always be available.

10.2 You shall carefully examine any account information (including Account statements and balances) received by you, or any other information provided by us to you, through the Banking Services from time to time and shall report any errors or omissions to us in writing without undue delay as required in the Account Conditions. Nothing herein will prevent us or you subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

11 eStatements and eFee Advices

11.1 We may provide electronic statements (“**eStatements**”) and/or electronic Fee Advices (“**eFee Advices**”) on your Account via AIB Internet Banking.

11.2 Where your Account is a joint Account, you may not be eligible to receive eStatements and/or eFee Advices.

11.3 For certain Accounts and where applicable, you may at any time request to stop receiving paper statements and/or paper Fee Advices by utilising the ‘stop paper statements’ and/or ‘stop paper Fee Advices’ functions respectively on AIB Internet Banking. If you choose to do so, you will no longer receive paper statements and/or paper Fee Advices to your postal address and the next statements and/or Fee Advices will issue electronically only.

11.4 If you receive eStatements and/or eFee Advices only, you may at any time request to receive your next and subsequent statements and/or Fee Advices in paper form by post in addition to electronically. To effect this request, you must contact our customer service helpline giving at least 10 days’ notice (our contact details are set out in the “Contacting us” section of these Conditions).

11.5 Should you request a paper based copy statement following receipt of an eStatement, a duplicate statement fee may be applied in accordance with the fees and charges applicable to your Account.

11.6 You may not receive any notification (either electronic or postal) that an eStatement and/or eFee Advice is available to view. You should regularly access the relevant section of the AIB Internet Banking service to check whether a new eStatement and/or eFee Advice is available. It is your responsibility to access eStatements and/or eFee Advices online.

11.7 Upon accessing any eStatement and/or eFee Advice on AIB Internet Banking, the eStatement and/or eFee Advice will be displayed in a separate session window. This means that when you close AIB Internet Banking, the eStatement and/or eFee Advice will remain on your screen unless this is also closed by you. You must close this session window and not leave it open to view by, or be in any way accessible to, third parties. You must not save an eStatement or eFee Advice on any device which is not your own.

11.8 EStatements in relation to an AIB Credit Card Account and all other eStatements and eFee Advices will be stored by us and available to view for a minimum of 12 months and a maximum of seven years from the date they become available. You should print, save or otherwise store your eStatements and/or eFee Advices if you wish to be able to view them outside these timeframes.

11.9 Should any of your Accounts be closed or should this Agreement be terminated, you will no longer be able to view your eStatements and/or eFee Advices online in PDF form. It is your responsibility to print, save or otherwise store your eStatements and/or eFee Advices if you wish to be able to view them in these circumstances.

11.10 We may at our discretion, at any time and for any reason, suspend your access to eStatements and/or eFee Advices during which time you may receive paper statements and/or Fee Advices by post. Such suspension may be caused by circumstances beyond our control.

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

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

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

12.1 For the purposes of this Condition 12 Allied Irish Banks, p.l.c. and AIB Leasing Limited shall be collectively referred to as '**AIB Finance & Leasing**'.

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

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

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

13 Charges/Fees

13.1 Subject to Condition 13.4, where a fee is applicable to any of the Banking Services provided through AIB Phone & Internet Banking that fee shall be charged at the appropriate rate specified in the Fees Booklets.

13.2 Subject to notifying the relevant authority where applicable, we may from time to time alter such fees and charges and introduce new fees and charges. Such variation will be notified to you in accordance with Condition 16.

13.3 In relation to any SMS Message(s) sent by us (at our absolute discretion) in connection with the Banking Services (the "**Text Banking Services**"), separate mobile network charges

may apply and you are advised to refer to the mobile network operator that you are using, for further details relating to the cost of sending or receiving SMS Messages. You acknowledge and agree that, while we shall endeavour to make the Text Banking Services available to you, in the event of the Text Banking Services being unavailable you may still be charged for SMS Messages sent by you for the purposes of requesting or using the Text Banking Services.

13.4 You are also responsible for any third party costs which may apply in relation to the means used by you to access AIB Phone & Internet Banking.

13.5 A transfer effected through AIB Phone Banking and/or AIB Internet Banking, which debits an AIB Credit Card Account for the purpose of:

13.5.1 an Intra Account Transfer or an Inter Account Transfer will be treated and charged by us as a cash advance transaction under the terms and conditions of the AIB Credit Card Account to which the Intra Account Transfer or the Inter Account Transfer relates; and

13.5.2 a Bill Payment will be treated and charged by us as a purchase transaction under the terms and conditions of the AIB Credit Card Account to which the Bill Payment relates except where the resulting balance on the AIB Credit Card Account is credit or nil in which case no such charge will be applied, in accordance with the AIB Credit Card terms and conditions.

14 Termination of the Agreement

14.1 We may immediately terminate the Agreement and withdraw any Banking Services without notice:

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

14.1.2 if you cease trading;

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

14.1.4 if you die;

14.1.5 if you have not accessed AIB Phone & Internet Banking in any period of 12 consecutive months;

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

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

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

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

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

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

14.2 The Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated. We may terminate the Agreement on giving two months prior notice in writing to you. You may terminate the Agreement at any time by giving us not less than 20 Business Days prior written notice to that effect, but without prejudice to your liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

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

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

14.5 Any termination of the Agreement and/or any of the Banking Services is without prejudice to your continued liability for any outstanding indebtedness. In this regard any amounts for which you are liable on the date of termination shall become immediately payable on that date subject to any right of refund pursuant to the Payment Services Directive.

15 Variation of the Agreement

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

16 Notices

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

16.2 Save where expressly provided, any notice required to be given by AIB to you in connection with the subject matter of the Agreement may be given by any of the following means: through the post, by advertisement published in at least one national daily newspaper, by recorded message by accessing AIB Phone Banking, by electronic message through AIB Internet Banking (including through My Messages), by SMS Message through AIB Top-Up Services or through our Website or by means of another durable medium or by any other means required or permitted by law, with details of the alteration or the altered Conditions.

17 Complaints

In the event that you wish to make a complaint you may do so by writing directly to your branch or by contacting our customer services helpline. Our contact details are set out in the

"Contacting us" section of these Conditions. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman, you are entitled to take your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Where you do not come within the jurisdiction of the Financial Services Ombudsman, for example, if you are a limited company with a turnover of more than EUR3 million, you may take your complaint to the Central Bank of Ireland, PO Box 9138, College Green, Dublin 2. Further details of our complaints procedures are set out in our complaints brochures.

18 Use of Information and Confidentiality

18.1 Subject to the terms of the Privacy and Security Policy, and except to the extent that such disclosure is required under compulsion of law or pursuant to a direction or request issued by the Central Bank of Ireland or other competent statutory or regulatory authority, we shall ensure that all your confidential personal data held by us in relation to AIB Phone & Internet Banking shall only be accessible to AIB Group, its or their agents or a company controlled by us (or by Ark Life as applicable) and shall be processed or used by them for purposes and in a way compatible with the discharge of our obligations to you under the Agreement.

18.2 You shall ensure that all information obtained from us by you relating to our operations, services, software, hardware and/or systems in connection with the Agreement shall be treated by you in strictest confidence and shall not be disclosed by you to any third party unless it is already in the public domain.

19 Intellectual Property

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

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

19.3 Without prejudice to the generality of Condition 19.2, you must use any AIB Banking App in accordance with the terms and conditions of the licence under which it can be downloaded from the relevant software application distributor.

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

20 Data Protection

20.1 We will comply with our obligations under the Data Protection Acts, 1988 and 2003 as regards relevant data in our possession relating to you and shall make available for inspection by you any information held by us about you in accordance with those Acts. The Privacy and Security Policy published on the Website from time to time shall apply to the use of personal data relating to you and shall form part of the Agreement.

20.2 You agree that we may hold and process information about you for the purposes of providing International Payment services and/or the Me2U Service and can disclose such information to any other third parties or agents involved directly or indirectly in the provision of such services.

20.3 International Payments are currently made by us via the Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT). SWIFT processes payments on behalf of financial institutions worldwide and is currently the only organisation providing such a service. All transactions processed in Belgium are replicated in a back-up system ('mirror site') in the United States of America (US). Maintaining a geographically separated back-up infrastructure to ensure continued operation is in line with international standards and supervisory requirements. On foot of official subpoena(s), transaction data held in the US 'mirror site' may be disclosed to US or other authorities for the purposes of combating terrorism and other serious crimes. Therefore, any information you provide to us in order to effect a payment instruction could potentially be disclosed to the US authorities, and by instructing us to make a payment, you are implicitly giving your consent to such a disclosure. We reserve the right to amend this notice at any time. You should regularly check for any amendments.

21 Roaming

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

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

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

21.3 you are advised to refer to your mobile network operator for further details and for details of charges which apply to the sending and/or receiving of SMS Messages and/or to the transmission or receipt of data via AIB Internet Banking.

22 Temporary Withdrawal of Service

22.1 In the event of a breakdown, fault or malfunction of, or connection to, any system used in connection with AIB Phone & Internet Banking, or where there is a real or potential security risk, we shall be entitled, without incurring any liability to you, to temporarily suspend the relevant Banking Services or access to AIB Phone & Internet Banking for such reasonable period as may be required to remedy, address or resolve the system issue.

22.2 We shall not be in breach of our obligations under the Agreement, nor liable for any loss, damage or other liability suffered by you or any other person, if there is a delay in, or any total or partial failure of, performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, act of terrorism, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system or any other computer system, failure of or delay in the transmission of SMS Messages via any mobile phone network or failure of any other telecommunications network, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any acts or omissions of our agents or third parties, or any other reason (whether or not similar in kind to any of the above) beyond our control.

23 Security, Maintenance and Availability

23.1 You accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In consequence we cannot guarantee the privacy or confidentiality of communications via such media although we will put in place security measures to protect these methods of communications.

23.2 From time to time it may be necessary or desirable for security reasons, maintenance, upgrades or other reasons to:

23.2.1 make certain or all of the Banking Services unavailable to you; and/or

23.2.2 delay implementation of any new Banking Services; and/or

23.2.3 withdraw, replace or reissue any Security Device, Debit Card and/or any other authorisation process; and/or

23.2.4 change authentication procedures or processes for accessing AIB Phone & Internet Banking and while we will use reasonable endeavours to minimise any inconvenience caused to you, you accept that these events may occur and that we have no liability to you in the event of this happening. Where we change authentication procedures for accessing AIB Phone & Internet Banking then, notwithstanding Condition 15 we may introduce these procedures by giving instructions to you via the AIB Phone & Internet Banking system in respect of which such procedures are being introduced.

23.3 You acknowledge that the Banking Services may not be available during the period from 03.00 to 07.00 hours Irish Standard Time.

23.4 You further acknowledge that in respect of certain Accounts we may make some Banking Services unavailable to you for particular periods (other than for the reasons outlined in conditions 23.2 and 23.3 above). Where this is the case, we will endeavour to set out any possible periods of unavailability in the account balance screen for that Account in AIB Internet Banking.

24 Agency

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

25 Severability

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

26 Waiver

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

27 Contacting us

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

Our address is:

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

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

AIB Internet Banking Helpdesk: You may also contact our AIB Internet Banking Help Desk at 1890 24 20 00 (24 hours a day) in the event that you require urgent assistance in resolving a difficulty encountered in relation to AIB Internet Banking and/or information generally in relation to AIB Internet Banking. You can also visit www.aib.ie for information.

28 Contacting you

Subject to applicable law we may contact you by post, fax, phone, online or email or in person.

29 Business Users

29.1 The following provisions of this Condition 29.1 apply to business Account Holders only. For the avoidance of doubt, if you are an individual and use AIB Phone and Internet Banking both in relation to your capacity as a Consumer and for the purposes of your

business, trade or profession, this Condition 29.1 only applies to you to the extent that you use are using AIB Phone and Internet Banking for the purposes of your business, trade or profession:

29.1.1 Without prejudice to any other exclusion or limitation on liability under the Agreement, and notwithstanding any other provision of the Agreement, to the extent permitted by law, we shall not be liable for any loss suffered by you in connection with the Agreement except to the extent directly attributable to our fraud or negligence or where Condition 9.2 applies.

29.1.2 You acknowledge and agree that we shall not be liable for any loss which arises as a result of:

- (a) the non-availability, non-functioning or malfunctioning of AIB Phone & Internet Banking;
- (b) any corruption of data, any breakdown, interruption or errors caused to your software or hardware as a result of using AIB Phone & Internet Banking;
- (c) any action or inaction taken by or against us as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of AIB Phone & Internet Banking;
- (d) any failure by you to use AIB Phone & Internet Banking in accordance with the Agreement or your misuse or abuse of AIB Phone & Internet Banking;
- (e) our failure to act in accordance with any instruction from you where there are insufficient funds in the relevant Account to effect a transaction or if the transaction, if effected, would result in any applicable limits being exceeded;
- (f) any act, delay or error by a third party, including another financial institution, including failure by a third party to accept or acknowledge receipt of funds, or for any delay by us in advising you, and/or crediting your Account, if an instruction is not successfully processed by a third party;
- (g) reliance upon any information received through AIB Phone & Internet Banking; or
- (h) disclosure of information to unauthorised persons as a result of the transmission of such information through the internet.

29.1.3 You agree that under no circumstances shall we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever indirect, special, incidental or consequential loss (including any suffered by you as a result of an action brought by a third party) even if that loss was reasonably foreseeable, or even if we had been advised of the possibility of the loss being incurred.

29.1.4 You indemnify and agree to keep us indemnified against all loss suffered or incurred by us and all claims made against us in relation to the Agreement provided that we will not be entitled to rely on this indemnity in respect of any loss or claim attributable solely to our fraud or negligence or where Condition 9.2 applies. For the avoidance of doubt, in the case where any Account is held with a subsidiary or an associated company of AIB, such subsidiary or associated company shall be entitled to the benefits of this indemnity.

29.1.5 We do not make any representations or warranties to you concerning AIB Phone & Internet Banking, and we exclude any representations, warranties, terms and conditions, whether express or implied and whether statutory or otherwise to the fullest extent permitted by applicable law in connection with AIB Phone & Internet Banking.

29.1.6 You represent and warrant to us that you are entitled and authorised to enter into the Agreement and that the provisions of the Agreement constitute legal, valid and binding obligations on you.

29.1.7 As business Account Holder, you acknowledge and agree that you are solely responsible, without limitation, for:

- (a) selecting, appointing and ensuring the suitability and integrity of your nominated User;
- (b) the actions or omissions of your nominated User;
- (c) ensuring that your nominated User has read, understood and complies with the Agreement and complies with all local laws and regulations in using AIB Phone and Internet Banking; and
- (d) ensuring in the event your nominated User changes, you effect a change to your PAC in accordance with Condition 2 and that the new PAC is not disclosed to any person other than your new nominated User.

29.1.8 As a business Account Holder that is a company, you acknowledge and agree that any change in the identity of the person authorised to act as your nominated User must be notified to us by sending us a completed “Amendment of nominated User” form. Until such time as the correctly completed “Amendment of nominated User” form has been processed by us and the new nominated user has changed the relevant Registration Number and PAC, you acknowledge the previous nominated User may have access to your Account via the Banking Services.

29.1.9 As a business Account Holder, you acknowledge and accept that some of the Banking Services may not be made available to you.

29.1.10 For the avoidance of doubt, as a business Account Holder, you irrevocably and unconditionally authorise us to act upon all instructions and authorisations in relation to AIB Phone and Internet Banking (including the Banking Services accessed through AIB Phone and Internet Banking) sent to us by your nominated User.

29.2 For the avoidance of doubt, the provisions of Condition 29.1 shall not form a part of the Agreement between us and any party using AIB Phone and Internet Banking as a Consumer, and nothing in Condition 29.1 shall in any way affect the interpretation of any other provision of an Agreement between us and any party using AIB Phone and Internet Banking as a Consumer. If you are an individual and use AIB Phone and Internet Banking both in relation to your capacity as a Consumer and for the purposes of your business, trade or profession, you will be deemed to have entered two separate and distinct Agreements (one as Consumer and one as a business Account Holder) with us and neither shall be interpreted by reference to the other.

29.3 Nothing in the Agreement shall affect any of your statutory rights in relation to your use of AIB Phone and Internet Banking as a Consumer, except to the extent permitted by law.

30 Governing Law

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

Debit Card Terms and Conditions of Use

This document contains
important information.
Please read carefully and
retain for future reference.

Effective from 6th December 2016



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Debit Card Terms and Conditions of Use effective from 6th December 2016.

The use of your Card is governed by the terms of the Agreement. By using your Card you are deemed to have accepted these Conditions and the Account Holder is deemed to have accepted the terms of the Agreement. These Conditions form part of, and should be read in conjunction with the Agreement. In the event of a conflict between these Conditions and the Agreement, these Conditions will prevail.

Definitions

In these Conditions:

Account means the bank account opened by the Account Holder, and kept by us on behalf of the Account Holder, on which Transactions can be carried out;

Account Conditions means the terms and conditions which govern the operation of the Account, as amended by us from time to time;

Account Holder means the body corporate, partnership or other incorporated body or individual(s) in whose name the Account is held;

Agreement means the agreement in place between us and you the Account Holder, as amended, extended, supplemented or replaced by us from time to time, for the opening and usage of an Account and the issue and usage of a Card, and includes the Account Conditions, these Conditions, the terms of the Card Application, the Digital Wallet Agreement (as applicable) and each Card Carrier and all fees and charges booklets and schedules, and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you for the opening and usage of an Account and the issue and usage of a Card;

Authorised User shall have the meaning set out in Condition 38;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, where in relation to execution timeframes in respect of a payment to an account with another bank, a day on which the payee's bank is also open for business;

Card means any debit card issued by us to you or any Authorised User for the purpose of effecting Transactions on the Account pursuant to the terms

of the Agreement including any virtual or digital representations of such cards registered in a Digital Wallet (a “Digital Card”). This incorporates all elements of that card, including, without limitation, the Chip and Card number. Where the context or provision so requires, reference to “Card” or “Cards” within these Conditions shall be limited to a physical debit card;

Card Application means the application form and request completed by the Account Holder when applying to us for a Card;

Card Carrier means the separate confidential mailing slip or cover sent with a Card, containing instructions regarding its authentication and security;

Cardholder not Present Transaction means a Transaction that is carried out where you are not present at the location where the relevant Merchant accepts the Transaction. These include Transactions carried out by post, telephone, internet, fax or other electronic means as may be authorised from time to time;

Cash Machine means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions;

Chip means an integrated circuit embedded in a Card;

Conditions means these terms and conditions as amended, extended, supplemented or replaced by us from time to time;

Consumer means any individual that holds a Card for personal use not connected with his/her trade, profession or business and a micro-enterprise (as defined in the European Communities (Payment Services) Regulations 2009, as amended from time to time);

Contactless Transaction means a Transaction that is carried out by holding your Card, and/or a Device upon which a Digital Card is stored, if in each case it is enabled to effect contactless Transactions, near a terminal which is enabled to accept contactless Transactions;

Digital Card shall have the meaning set out within the definition of Card;

Digital Wallet means a digital wallet or any other electronic payment system which facilitates the use of your Card or an electronic record of your Card for the purposes of carrying out Transactions and in which your

Card has been registered;

Digital Wallet Agreement means any terms and conditions applicable to a Digital Wallet which is either offered by us or by a third party provider in agreement with us.

Device means a mobile phone, tablet or other device on or in respect of which a Digital Card has been registered or that you use to access a Digital Wallet;

EEA means the members of the European Economic Area as may be amended from time to time;

Funds Transfer means a transfer of funds either from or to your Card using a funds transfer service that enables a Card holder to transfer funds from one person's card to another in accordance with the procedures and terms and conditions of that funds transfer service;

Merchant means any business or individual who accepts payment made with a Card;

PIN means the secret personal identification number that is used with a Card, as allotted by us and/or subsequently chosen by you;

Scheme means a third party payment system which manages and controls the processing of Transactions in accordance with its rules;

Secure System means a system to enable the secure use of your Card over the internet;

Security Details means any security procedure you follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example a password, passcode, access code, security code, or biometric data such as a fingerprint);

Self-Service Device means a device which enables you to use your Card to perform certain banking functions in relation to your Account without assistance from us;

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

Statement means a paper or electronic statement issued by us, in respect of the Account;

Third Party Agreements shall have the meaning set out in Condition 48; and

Transaction means a transaction in which a Card is used by you to withdraw cash, make lodgements, make payments, (including through the use of a Digital Wallet),
4 make or receive a Funds Transfer and/or access and use

such other facilities or enhancements (including, without limitation, Self-Service Devices) as may be attached or added to the Card by us from time to time, and includes all other debits from and credits to your Account pursuant to the Agreement.

“**you**” and “**your**” refers to the Account Holder and, unless the context otherwise requires, any Authorised User.

Any references to “**we**”; “**us**”; and “**our**” or “**Bank**” means Allied Irish Banks, p.l.c. and includes our successors and assigns. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland. The Central Bank of Ireland’s postal address is PO Box 559, Dame Street, Dublin 2. Our head office and registered office address is Bankcentre, Ballsbridge, Dublin 4. We are registered at the Companies Registration Office, under registration number 24173. Our VAT number is IE8E86432H.

In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.

Looking after your Card and PIN

- 1.** The Card is a debit card issued to you in respect of your Account. You can use the Card to withdraw cash, make lodgements, make payments, make or receive a Funds Transfer and/or access and use any such other facilities or enhancements as may be attached or added to the Card by us from time to time. The Card and PIN must only be used in accordance with these Conditions. Each Card is and remains our property and may, at any time, be cancelled, suspended, recalled or retained by us in accordance with the provisions of the Agreement.
- 2.** You can authorise a Transaction by:
 - 2.1** use of your Card in conjunction with your PIN for point of sale Transactions, or Transactions using a Cash Machine;
 - 2.2** use of your Card for Transactions by mail, telephone, mobile phone or other portable device, internet or by use of a Secure System (including the use of your Digital Card through a Digital Wallet);
 - 2.3** using your Card and/or Device (upon which a Digital Card is registered) to effect a Contactless Transaction, where your Card and/or Device is enabled to effect a Contactless Transaction as set out in Condition 29;
 - 2.4** use of your Card and signature where the

authorisation options listed above are not available.

3. You must:

- 3.1** sign your Card as soon as you receive it using a ball point pen;
- 3.2** exercise all reasonable care to keep your PIN and Secure System passcode secret, and your Card, your Security Details and any Devices secure at all times;
- 3.3** tell us immediately if there is a change in your contact details that you have provided to us.

4. You must not:

- 4.1** let anyone else obtain or use your Card, PIN, Security Details or Secure System passcode, or any other code allocated to you by us and/or subsequently chosen by you;
- 4.2** disclose your Card number to anyone, except when carrying out a Transaction or to register or activate a Card for use in connection with a Digital Wallet or to report a Card lost, stolen or likely to be misused;
- 4.3** let anyone else know your PIN, Security Details or Secure System passcode or any other code allocated to you by us and/or subsequently chosen by you or
- 4.4** write or record in any other manner your PIN, Security Details, Secure System passcode or any other code allocated to you by us and/or subsequently chosen by you.

Restrictions

5. A Card must not be used:

- 5.1** if the Agreement is ended;
- 5.2** after a Card has expired or been reported lost, copied or stolen or has been cancelled or suspended;
- 5.3** in respect of a Digital Card, after that Digital Card and/or your account relating that Digital Card has expired or has been cancelled or suspended or any applicable Device in respect of which that Digital Card has been registered has been compromised, lost or stolen;
- 5.4** at any Cash Machine abroad in violation of local regulations; or
- 5.5** for any illegal purchase or purpose whatsoever.

Cash withdrawals

6. Your Card may be used for cash withdrawals, advances made by Card, and cash related Transactions. A cash advance fee may also apply and be charged. Where the Transaction is not done at a Cash Machine you may also be asked for proof of identity.
7. Cash withdrawals are subject to both Transaction and daily limits. The Transaction limit can vary between financial institutions and from time to time. The daily cash withdrawal limit is not specific to you, and will be determined by us, and may be varied by us at our discretion without notice to you at any time. Details of the daily cash withdrawal limit are available by contacting us.
8. We will not be obliged to provide Cash Machine facilities at any particular time and may withdraw or terminate such facilities without notice. We will not be liable for any loss or damage resulting from failure to provide any service, or facility on your Card, or failure or malfunction of a Cash Machine.
9. A Card may be used outside Ireland, subject to limits or regulations that may be imposed by regulatory authorities, to make cash withdrawals at a Cash Machine or to purchase goods or services at a place displaying a symbol matching the one on your Card.

Third party charges

10. If you use your Card to effect a Transaction in euro you will be charged by us as though you had obtained the euro in Ireland. However where you conduct a Transaction:
 - the third party bank, Merchant or the Scheme processing the Transaction may apply a surcharge or fee, which is outside of our control;
 - the third party bank, Merchant or the Scheme processing the Transaction may convert the Transaction from the relevant local currency into euro and may charge a foreign exchange margin on such conversion, which is outside our control;
 - non-euro Transactions will attract additional fees as outlined in our Schedule of International Transaction Charges in force from time to time.

The factors above may result in an amount being debited from your Account that is different to the amount which you withdrew on that Transaction.

Loss or misuse of a Card

11. You must exercise reasonable care and take all necessary steps to ensure the safety, security and confidentiality of your Card, PIN, Security Details and Secure System Passcode and any Devices. If you suspect that your PIN, Security Details or Secure System passcode has become known to someone else, or if your Card or any Device is lost, copied, stolen, used, or likely to be used, for a fraudulent or improper purpose, or in any unauthorised manner, you must contact us immediately. If you do contact us we may also request written confirmation and details of such notification. Any such request from us for written confirmation from you will not affect the validity of any action taken by us in response to your telephone call.
12. Notification of loss or theft of a Card or the compromise of its details or your PIN, Security Details or Secure System passcode will also be accepted by us from card protection service organisations.
13. By reporting a Card to us in accordance with Condition 11 you will be deemed to have thereby authorised us to cancel that Card (including any Digital Cards which have been stored or accessed on a reported Device). You agree that we are authorised to also cancel the Card following receipt by us of a notification in accordance with Condition 12. Once we have been notified in accordance with Condition 11 or 12 your Card must not be used again and any Digital Cards stored or registered in respect of a reported Device must not be used again. If found, your physical Card must be cut in two (through the signature box, magnetic strip and Chip) for security reasons.
14. If you use your Card as a Consumer, your liability will be limited to an overall limit of €75 for any losses incurred in respect of unauthorised Transaction(s) arising from the use of a lost or stolen Card or from a failure to keep personalised security features safe. However, you will be liable for the full amount of all unauthorised Transactions if:
 - 14.1 you intentionally, fraudulently or with gross negligence failed to adhere to (i) the safekeeping and/or disclosure requirements of your Card, PIN, Security Details, or Secure System passcode; or (ii) the security requirements applicable to a Digital

Card and/or Device as set out in the relevant Digital Wallet Agreement; (iii) any reasonable security requirements applicable to a Digital Card and/or Device as set out in the relevant Third Party Agreement; or

- 14.2** any Transactions were effected as a result of the breach of Condition 4.
- 15.** In the event of notification in accordance with Condition 11 or 12 above you will co-operate with us and the relevant police authority in any investigation and give us and the police all information that is necessary to complete such investigation. You authorise us to inform any appropriate third party of the loss, theft or possible misuse of the Card and to give them such other information as we believe may be required.
- 16.** If we suspect that a Card is being used improperly or fraudulently or in breach of the Agreement we may, without the Bank having any liability to you for so doing, decline to authorise any further Transactions on the Account until we have contacted you and satisfied ourselves in that regard. We will endeavour to contact you in accordance with the Contacting you section (Condition 71) or by SMS Message before we take a decision to decline authorisation of such Transactions, but you acknowledge and agree that it may not always be possible for us to so contact you before declining such Transactions. Should we contact you by SMS Message you may be asked to confirm a Transaction by sending us an SMS Message in reply. You hereby agree and authorise us to take such actions as we deem necessary, including suspending the Card. You agree that any contact by us is for the purposes of combating wrongdoing.

Your Account

- 17.** Statements will be issued to you in accordance with the Account Conditions.
- 18.** The Card must not be used by you to create an overdraft on the general balance of the Account where no overdraft facility exists, and/or to extend an overdraft beyond that Account's then approved limit. We may debit your Account with all amounts and charges for which the Account Holder is liable as payer. Any amount or charge which the Account Holder is liable to pay as payee may be deducted from the payment amount or debited

separately to the Account. We may debit the Account even if it causes it to be overdrawn. All our charges that may be payable by the Account Holder are available on our website www.aib.ie, or at any AIB branch.

19. Where the Account is in joint names, the liability of the account holders shall be joint and several. Where the Account is in joint names, if the signing instructions governing the operation of the Account cease to be 'any to sign', we may cancel the Card(s) on the Account. See the Account Conditions for further particulars on joint accounts.

Queries and disputes

20. You should carefully examine all Statements and any other Account information received by you or accessed by you online and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details online on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Subject to the limitation set out in Condition 21, where you wish to dispute a Transaction you must notify us without undue delay and in any event within 13 months of the Transaction being debited to your Account.
21. Where a payee's bank is located outside the EEA and you wish to dispute a Transaction you must notify us immediately or within 60 days of the Transaction being debited to your Account.

Cash Machine lodgements

22. Where so enabled your Card may be used to facilitate Cash Machine lodgements. For further details on this see the Account Conditions.

Payment for goods and services and Funds Transfers

23. Use of your Card is subject to the Bank's Transaction and daily limits as set by us (see Condition 7 above).
24. We may also place limits and restrictions on certain types of payment. These limits may be changed from time to time at our discretion without notice to you and may not be disclosed to you for security purposes.
25. The Account Holder will be liable to pay all sums that are charged to the Account in respect of or resulting from all Transactions, including where

such Transactions are effected by telephone, mobile phone or other portable device, mail order, internet, PIN, Security Details, signature, by use of a Secure System, or by way of a Contactless Transaction or by using a Digital Wallet, even where such Transactions are effected in breach of the terms of the Agreement. You should therefore check the amount of every Transaction before you authorise it.

- 26. When carrying out a Cardholder not Present Transaction you may be asked to quote the full Card number, the expiry date and the 3 digit security code on the Card to the Merchant, and if required by that Merchant, to provide your name, address and telephone number.
- 27. You accept that electronic communications via the internet or SMS Message may not be secure and may be intercepted by unauthorised persons, or delivered incorrectly. Any such communications shall be at your risk.
- 28. Once authorised by you a Transaction cannot be subsequently revoked (whether or not a voucher is signed or PIN verified). Where you have authorised a Merchant to set up a continuous payment instruction on your Card and you wish to cancel it, you must send a written cancellation notice to the Merchant and keep a copy of the letter. Service of such a cancellation notice on a Merchant shall not constitute, or be deemed to constitute, service of any such notice on us.
- 28.1 When a Transaction is authorised by use of a Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Transaction was authorised by you.
- 29. You can use a Card (if it is enabled to effect a Contactless Transaction) and/or a Device (upon which a Digital Card is registered and enabled to effect a Contactless Transaction) to make purchases for small amounts without using the Chip and PIN and/or Security Details. When making a payment using your Card by way of a Contactless Transaction you must place your Card and/or a Device against the reader in the retail outlet. The Card and/or a Device as applicable will be detected and the payment is completed without you entering your PIN and/or Security Details. Occasionally, for your security,

you may also be asked to enter your PIN and/or Security Details, so as to verify your identity. For Contactless Transactions over certain amounts, you may be asked to enter your PIN if you use your physical Card, or your Security Details if you use your Device. Details of these limits are available by contacting us. (Please note Condition 24 in this regard, some limits may not be disclosed for security purposes.) When a Transaction is authorised by way of a Contactless Transaction, the making of a payment using your Card by way of a Contactless Transaction in accordance with this Condition 29 will be regarded as conclusive evidence that the Transaction was authorised by you.

30. When a Transaction is authorised by the use of a Secure System the use of the Secure System will be regarded as conclusive evidence that the Transaction was authorised by you. Use of any Secure System by you is subject to the terms of use of the Secure System. If you do not comply with the Secure System terms of use when prompted (such as providing the one time passcode), or authentication through the Secure System service fails, we may not authorise the Transaction.
31. When a Funds Transfer is authorised by use of a passcode or any other authorisation procedure required as part of that service, the use of the passcode or procedure will be regarded as conclusive evidence that the Transaction was authorised by you. Use of any Funds Transfer service by you is subject to the terms and conditions of the Funds Transfer service.
32. The entries relating to a Transaction recorded in your Account are conclusive evidence that the Transaction occurred as so recorded.
33. The amount of any non-euro Transaction will be converted to euro at the rate of exchange applicable on the date the Transaction is debited to your Account in accordance with the procedures of the applicable Scheme. Accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by the Scheme. For Transactions in EEA countries we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us,

but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to your Account. In addition to the fees and charges referred to in Condition 34 you may also be charged a fee by the local bank which processes the Transaction.

- 33.1.** When you make a Transaction using your Card, the balance on your Account will usually be reduced immediately by the amount of the Transaction. In some cases a Merchant (for example a self-service petrol station) may obtain a specific authorisation for a larger or different amount than you authorised before submitting your Transaction. This may affect the account balance and the funds available to you. We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.

Fees and charges

- 34.** Fees and charges apply to the use of the Card. Details of those fees and charges can be obtained from any of our branches or our website www.aib.ie. Such fees and charges will be debited directly by us to the Account. In addition, you may also be subject to fees and charges related to the use of a Digital Wallet under the Third Party Agreements. You are solely responsible for the payment of these fees and charges.
- 35.** We may from time to time alter such fees and charges and introduce new fees and charges. Such a variation will be notified to you in accordance with Conditions 54 to 57 inclusive.
- 36.** All stamp duties and government levies payable in respect of your Card are the Account Holder's liability and we will debit the amount of same to your Account.

Issue of new Card

- 37.** New Cards may be issued by us to you from time to time without the need for completion of a further Card Application. We may not issue a new Card if you have not used your Card in the preceding 12 months. We will not issue a new Card if:
- 37.1** the Account Holder has requested, not less than 30 days before the renewal date on the current

Card, that we do not issue any new Card;

- 37.2** we have decided not to issue a renewal or replacement Card.
- 38.** Following the request of the Account Holder, we may issue additional Cards on the Account (or in the case of a body corporate, any Card) for use by a person nominated by you (an "Authorised User"). Any such agreement on our part is at our absolute discretion, and we are entitled to decline such requests without any obligation to explain the reasoning for our decision, or any liability to you. Each Card requires a separate PIN. There is no obligation on us to provide this service. These Cards, where issued, will be issued subject to these Conditions. It is the responsibility of the Account Holder to furnish the Authorised User with a copy of these Conditions. The Account Holder must ensure that the Authorised User complies with these Conditions and any subsequent amendments or replacement Conditions. If the Authorised User ceases to be an authorised signatory on the Account, the Card will remain in existence unless/until cancelled by the Account Holder. If the signing instructions on the Account cease to be 'any to sign' we may cancel the Card on the Account.
- 39.** We will cancel any additional Card at any time if you request this, in which case the additional (physical) Card must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and all applicable Digital Cards related to the Card must be deleted or unregistered.
- 40.** By requesting an additional Card the Account Holder thereby also authorises us to pass on information about the Account and Card Transactions to any Authorised User by electronic or other means. By accepting an additional Card an Authorised User authorises us to pass on information about Transactions effected by use of the additional Card (including any Digital Cards related to the Card) to the Account Holder by electronic or other means. However, no amendments to the Account details will be accepted from an Authorised User.
- 41.** The Account Holder is liable for the payment of all Transactions carried out by an Authorised User as if the Transactions had been personally carried out by the Account Holder.

Termination

- 42.** The Agreement shall continue until ended by either the Account Holder or by us in accordance with the terms of the Agreement. The Account Holder may at any time end the Agreement by giving notice in writing to us, cutting all cancelled physical Cards in two (through the signature box, magnetic strip and Chip) and deleting or un-registering all applicable Digital Cards related to the Card.
- 43.** We may immediately suspend or block any Card, end the Agreement, cancel any Card and/or refuse to issue or replace any Card if any of the following occur:
- 43.1** you become bankrupt or enter into a voluntary arrangement with your creditors;
 - 43.2** you cease trading;
 - 43.3** if you are a company and if a petition is presented for the appointment of an examiner or liquidator or, an examiner 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 creditors' meeting 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;
 - 43.4** you are no longer, in our opinion, able to manage your financial affairs;
 - 43.5** you die;
 - 43.6** any representation, warranty or statement made by you to us is or becomes, in our opinion, untrue in any material respect;
 - 43.7** you commit any serious or repeated breach of the Agreement;
 - 43.8** you are in breach of any other agreement with us;
 - 43.9** it becomes unlawful for you to continue to have a Card;
 - 43.10** we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
 - 43.11** you use your Account or your Card for any unlawful or other inappropriate purpose;
 - 43.12** for any reason the Agreement becomes

unenforceable or void;

- 43.13** any form of attachment order is made against you;
- 43.14** judgement is obtained against you and remains unpaid for a period of fourteen days from the date of such judgement; or
- 43.15** on a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest.

Subsequent to suspending and/or blocking the Card we will provide you with notice of such suspension.

During the time the Card is suspended and/or blocked, we may end the Agreement, cancel any Card and/or refuse to issue, renew or replace any Card by giving you two months notice. When we give you two months notice, you must cut all physical Cards in two (through the signature box, magnetic strip and Chip) and delete or un-register all related Digital Cards.

- 44.** In addition to the above, we may also terminate the Agreement for any reason by giving you two months' notice. Once the Agreement is terminated you must cut all physical Cards in two (through the signature box, magnetic strip and Chip) and delete or un-register all related Digital Cards.
- 45.** If your Account is closed, you must immediately pay all sums owing on your Account (including making allowances for items not yet presented), and return all Cards and cheque books issued in respect of it. Interest, fees, charges and all government levies and stamp duties will be charged up to the date on which we cease providing services to you on the Account. Notwithstanding any closure of your Account you will remain liable for any amounts payable from your Account in accordance with the terms of the Agreement, and the terms of the Agreement will continue to govern our provision of all services to you necessary to effect the closure of your Account. If your Account is closed, your Card will also terminate and you will no longer be able to use your Card.
- 46.** We reserve the right for any reason (on giving reasonable notice where possible) to discontinue offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.

Refunds

- 47.** If a Merchant initiates a refund in respect of a Transaction carried out on your Account we will only credit the Account with the amount due upon receipt and processing of the refund amount by us from the Merchant. For non-euro Transactions the amount actually credited to your Account may, following deduction of relevant fees and charges, differ from the original amount of the Transaction effected on your Account.

Third Party Agreements

- 48.** Third parties providing applications or services in connection with your use of Digital Cards and/or the Digital Wallet may have their own agreements which you are subject to in relation to your use of a Digital Card and/or a Digital Wallet (the "Third Party Agreements"). It is your responsibility to read and understand such Third Party Agreements before creating, activating or using a Digital Card and/or a Digital Wallet and you agree to comply with all such terms and conditions. We shall have no responsibility or liability in respect of any Digital Wallet facilities provided by third parties nor any other applications or services which are provided by third parties in connection with your use of Digital Cards and/or the Digital Wallet, including any fees or charges which may be levied to you by third parties in connection with your use of their applications or services.

General

- 49.** We shall neither be in breach of our obligations under the Agreement nor liable for any loss, damage or other liability suffered by you or any other person if we delay or fail to perform our duties and obligations to you because of circumstances beyond our reasonable control (including, but not limited to, acts of God, acts of terrorism, fire, acts of Government, war, civil commotion, insurrection, embargo, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, disruption in any energy or other supplies, labour disputes or the acts or omissions of our agents or any other third party).
- 50.** The documents and records kept by us or on our behalf, whether on paper, microfilm, by electronic

recording or otherwise, will, in the absence of manifest error, constitute conclusive evidence of any facts or events relied upon by us in connection with any matter or dealing in relation to the Account.

- 51. We are not obliged to grant or continue any additional facility or benefit made available to you which is not specified in the Agreement. Accordingly, any such facility or benefit may be varied or withdrawn by us without notice.
- 52. We may record or monitor phone calls between you and us for security and legal purposes.

Variation of the Agreement and Conditions

- 53. These Conditions shall continue to apply to your Account and the use of your Card unless and until altered by us in accordance with Conditions 54 to 57 inclusive.
- 54. We may alter the terms of the Agreement, including these Conditions from time to time at our discretion.
- 55. Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these Conditions.
- 56. We may notify you of any alteration to the terms of the Agreement, including these Conditions by providing you with notice of any alteration, published in a national daily newspaper, displayed prominently at our branches, in or through our website, by means of another durable medium, or by any other means required or permitted by law, with details of the alteration to the terms of the Agreement, or the Conditions.
- 57. If you receive notice of any alteration to the terms of the Agreement and you do not agree with the changes you may cancel all Cards without having to pay any extra charges or interest. If you use the Card, on or after the date that the new changes take effect, you will be presumed to have agreed to the changes.

Waiver

- 58. If we do not enforce any condition of the Agreement, or we delay in enforcing it, this will not prevent us from enforcing the condition at a later date and will not constitute a waiver of that condition.

No liability for refusal of goods or services

59. We shall not be liable for any loss you suffer due to our failure to perform our obligations under the Agreement where that failure arises because of anything outside our reasonable control. Any liability we do have in these circumstances will be limited to your direct loss caused by any such failure and shall, in any case, be no more than the amount of the relevant Transaction (where you have lost that amount), plus interest and any relevant fees.
60. We shall not be liable for any loss you suffer due to any person, supplier, Merchant or third party refusing to accept or honour, or delaying the acceptance or honouring, of any Card, Security Details or Secure System passcode, or any other code allotted to you by us and/or subsequently chosen by you, PIN, or for any loss or damage you may suffer as a result of the way in which any such refusal or delay is communicated to you or is otherwise published. For the avoidance of doubt this refusal extends to a refusal to offer a related service such as “cash-back”, or any Cash Machine failing to issue cash.
61. In no circumstances shall we be liable for any increased costs or expenses, or for any loss of profits, business, contracts, revenues or anticipated savings or for any special, indirect, punitive, exemplary or consequential loss or damages of any nature whatsoever, loss of business or lost opportunities or loss of goodwill (including loss or damage suffered by you as a result of any action brought by a third party), even if such loss was reasonably foreseeable, or we had been advised of the possibility of you incurring such loss.
62. Nothing in the Agreement excludes or limits our liability to you for death or personal injury arising from our negligence or that of our subcontractors, agents and employees.
63. Save to the extent that we are unable under applicable law to disclaim such liability, we are not responsible for the delivery or condition of any goods and/or services paid for by a Card. We accept no liability for any loss or damage suffered in connection with any goods and/or services paid for by a Card.

Severance

64. If at any time any provision of the Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

Governing Law & Jurisdiction

65. The Agreement is governed by and shall be interpreted in accordance with the laws of Ireland and for our benefit you submit to the exclusive jurisdiction of the Irish Courts with respect to any dispute arising out of or in connection with the Agreement.
66. The Agreement will be treated as having been executed at Bankcentre, Ballsbridge, Dublin 4.

Copy Agreement and larger version

67. **A copy of these Conditions in a larger print can be obtained by contacting us.**

Language

68. The Agreement, these Conditions and all information and communication with you will be in English.

What to do if you have a complaint

69. In the event that you wish to make a complaint you may do so by writing to your branch. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman you are entitled to take your complaint to the Financial Services Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Further details of our complaints procedures may be obtained by contacting us.

Where you do not come within the jurisdiction of the Financial Services Ombudsman, for example, if you are a company with a turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box No 559, Dame Street, Dublin 2. Further details of our complaints procedures are set out in our complaints brochures.

Contacting us

70. At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on www.aib.ie or by contacting your

local branch.

For lost, stolen or misused cards telephone us,
24 hours a day, at:

1800 24 22 27 or (from outside Ireland)
+353 1 2695022.

For all other queries telephone us, 24 hours a day, at:

(01) 2695022 or (from outside Ireland)
+353 1 2695022 or contact your local branch.

Access to your Account by telephone and online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means will be in accordance with our procedures and the terms and conditions applicable from time to time for such access. If we contact you by SMS Message in accordance with Condition 16 you may reply to the SMS Message.

Contacting you

- 71.** Subject to applicable law we may contact you in person, by phone (including SMS Message), by post, by hand delivery, by fax, by email or online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means.

