



Allied Irish Bank (GB) Personal Debit Card

Terms and Conditions of use effective from 22nd September 2022

These Terms and Conditions of use should be read in conjunction with the Terms and Conditions applying to your Current Account. By using your Card you are deemed to have accepted these Terms and Conditions of use. In the event of a conflict, the Terms and Conditions applying to your Current Account will take precedence.

These Conditions apply to the agreement (referred to as 'this Agreement') between you and AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB), its successors or assigns (referred to throughout these Terms and Conditions of use as 'we', 'us' and 'our') for use with your Card.

AIB Group is made up of Allied Irish Banks, p.l.c., its subsidiaries and associated companies, including AIB Group (UK) p.l.c. As the Account holder, you agree to be bound by these Terms and Conditions of use. We will give you a copy of these Terms and Conditions of use when you open an Account. You can also get a copy from your branch.

Within these Terms and Conditions of use, some words have special meanings.

'Account' means the personal Current Account you hold with us, which you can use with your Card.

'Arranged overdraft' means the account provider and the customer agree in advance that the customer may borrow money when there is no money left in the account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the customer.

'Authorisation' means our confirmation to a bank or any Outlet that they can accept your Card for a Transaction.

'Banking App' means any application provided by us which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making Transactions, to access banking services or such other uses as we may designate from time to time.

'Banking day' means any day of the week excluding Saturday, Sunday and bank and public holidays in Great Britain and Northern Ireland.

'Card' means any Allied Irish Bank (GB) Visa Personal Debit Card issued by us to you for the purpose of carrying out Transactions on the Account including any virtual or digital versions of the Card registered in a Digital Wallet.

'Card number' means the number on the front of the Card or any digital versions of the Card number.

'Cash Machine' means any automated teller machine which is capable of dispensing cash or providing other services associated with your Card.

'Charges Explained brochure' means the published list of our fees and charges. This brochure is available at all our branches and also on our Website. You can also call our Helpline (some mobile phone providers may charge for calls to this number).

'Chip' means an integrated circuit used in a Card.

'Contactless Transaction' means a Transaction that is authorised by you touching your Card or Device against a terminal, generally without the need to insert your Card. Whether this is available or not may depend on the amount of the Transaction. You may or may not have to use your PIN, Security Details or a combination of both to confirm some Transactions. Not all terminals can process such Transactions.

'Continuous Payment Authority' is where you have entered into an agreement with a company or service provider for them to take repeated payments from your debit card.

'Device' means a mobile phone, tablet, watch or other electronic Device in which a Digital Card has been registered or that you use to access a Digital Wallet, or a Banking App.

'Digital Card' means virtual or digital versions of your Card.

'Digital Wallet' means any electronic payment system which stores your Digital Card for the purposes of carrying out Transactions.

'Digital Wallet Agreement' means any terms and conditions applicable to a Digital Wallet (as may be amended from time to time) which is either offered by us or by a third party provider in agreement with us.

'EEA' means the current members of the European Economic Area as may be amended from time to time.

'Gross negligence' means a very significant degree of carelessness.

'Helpline' means our Freephone service on 0800 389 6218 or for lost or stolen cards please call our Freephone service on 0800 0391 140.

'Jointly and severally bound' means that if you have a joint Account, these Terms and Conditions of use will apply to all of you together as well as to each of you separately.

'Liable' means to be held legally responsible.

'Outlet' means any business or individual who accepts a Card as a method of payment.

'Payment Service' means a cash deposit or withdrawal, an electronic payment (for example a direct debit, standing order, credit transfer, Card or credit card Transaction) or a Transaction carried out through our Online Services.

'Payment Service Provider' means any organisation that offers any payment services to customers including, but not limited to, us, AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB).

'PIN' stands for 'personal identification number' and means any number we give you, or any number that you later choose, to use with your Card.

'Safeguard System' means a system to aid the secure use of your Card online, for example, Visa Secure, as such system or name may change or be replaced from time to time.

'Security code' means the last three digits of the number which appears on or next to the signature panel on the back of your Card.

'Security Details' means any security details arising out of any security procedure that we may require you to 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 (to include but not limited to, voice or a fingerprint)).

'Transaction' means getting cash, or paying for anything using your Card, Card number, PIN or any other service you get with your Card including through the use of a Digital Wallet.

'Unarranged overdraft' means the customer borrows money when there is no money left in the account (or when the customer has gone past their arranged overdraft limit) and this has not been agreed with the account provider in advance.

'Validity period' means the time during which you can use your Card. This period starts on the first day you receive your Card and ends on the last day of the 'EXPIRES END' month.

'Website' refers to our internet site, aibgb.co.uk

'Your branch' means the Allied Irish Bank (GB) branch where you hold your Account.

GENERAL INFORMATION

Contacting us:

You can contact us through Your branch, by email, by phone, by text message (if applicable) or by any other electronic means.

If your Card, Device or any other security feature of the Card or Device is lost or stolen or has fallen into the hands of someone who may use it to commit fraud, please contact us immediately on our Helpline for lost or stolen cards or +44 28 9033 0099 if calling from outside the UK. A customer service adviser is available 24 hours a day.

You can also contact us by writing to our Head Office at Allied Irish Bank (GB), St Helen's, 1 Undershaft, London EC3A 8AB.

Contacting you:

Subject to applicable law, we may contact you in person, by phone (including text message or push notification), post, hand delivery, by fax, by email or online (for example, via any message facility available on our online banking or similar systems) or other electronic means.

If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:

- NEVER ask you to make payments from your Account to any account; and
- NEVER ask you to provide your Security Details.

If you suspect that a call may be fraudulent, or if you are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Fraudsters can keep the original line open and use it to gather your details.

We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.

Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.

Please visit the Security Centre on our Website to find details of specific current security threats to our customers and alerts that you should be aware of.

Complaints

If at any time you are dissatisfied with our service please let a member of staff in Your branch (or business centre) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated.

You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at Your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- Your name, address, Sort Code and Account Number.
- A summary of your complaint.
- If feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible.

In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter.

You can contact them at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephones: 0800 023 4567

+44 20 7964 1000 (for calls from outside the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to Cash Machine charging information or access to a payment account you will be able to contact the Payment Systems Regulator.

1 Looking after your Card, PIN and other Security Details

- 1.1 We may place limits and restrictions on Transactions and these may be changed or varied at our discretion. Some limits may not be disclosed for security purposes.
- 1.2 You should sign your Card as soon as you receive it. You should take all reasonable steps to keep your Card and Device safe and your PIN and other Security Details or any other code allocated to you by us and/or subsequently chosen by you secret at all times. You should tell us immediately if you change your address, phone number or any other contact details for the Account or Card. The Card will be our property at all times. We may refuse to reissue, renew or replace any Card.
- 1.3 You must not let anybody else use your Card, Device, PIN, Security Details or any other code allocated to you by us or chosen by you.
- 1.4 You must not tell anyone your Card number, except when carrying out a Transaction or to register or activate your Card in a Digital Wallet or to report that the Card is lost, stolen or likely to be misused. If you want to, you can register your Card and its number (but not your PIN, Security Details or any other code allocated to you by us or chosen by you) with a recognised card protection company.
- 1.5 We will provide you with your PIN. When you receive your PIN you should memorise it and keep it secret. You can also change your PIN at any UK Cash Machine displaying the LINK sign. Do not choose a PIN that is easy for someone else to guess (such as your date of birth or 1234). You must never tell anyone your PIN. You should never write down or record your PIN on your Card (or anything you normally keep with or near it) in any way which might be recognised as a PIN, or give someone else access to a Device you keep your details on.
- 1.6 You must not give your Device to other people or allow others to use it as they may be able to access or use your Digital Card or Banking App.
- 1.7 Before you replace or dispose of a Device, you must ensure you delete any Digital Wallet or Banking App from that Device. You should also immediately delete any information such as a text message sent or received by you in connection with your Card or Account. You must not have any reference(s) to or details of your PIN or any Security Details on your Device.

2 Loss or misuse of a Card, Device or Security Details

- 2.1 If you think someone else knows your PIN, Security Details or any other code allocated to you by us or chosen by you, or if your Card or if a Device is lost, stolen or likely to be misused, or compromised in any way, you must tell us immediately. Call us (24 hours a day) on the numbers noted in the 'Contacting us' section.
- 2.2 We will accept notice from a card protection company if you have your Card registered with them or from Visa, if your Card, PIN or Security Details has been lost, stolen or is likely to be misused.
- 2.3 If any Card we have issued to you is lost or misused, we expect you to co-operate with us and the police in any investigation. We reserve the right to disclose to third parties any information in connection with such loss, theft or fraud. If we can show that you have acted fraudulently in relation to a Transaction that you tell us is unauthorised, we will not refund you the amount of that Transaction, nor any related interest and

charges.

- 2.4 Unless we can show that you have acted fraudulently or with intent or Gross negligence, we will refund you the amount of any Transaction, interest and charges:
 - a) if you have not received your Card and someone else misuses it; or
 - b) for all Transactions not authorised by you after you have told us that your Card or Device has been lost or stolen or that someone else knows your PIN, Security Details or other security information; or
 - c) if someone else uses your Card details without your permission and your Card or Device has not been lost or stolen.
- 2.5 Once you have reported your Card as being lost, stolen or likely to be misused, it cannot be used again. If you later find your Card, you must destroy it by cutting through the Chip.
- 2.6 If you act fraudulently, you will be Liable for all losses. If you act with intent or Gross negligence, and you cause losses as a result, you may be Liable for them. This may apply if you fail to keep to any of the Conditions set out in section 1, 'Looking after your Card and PIN'.

3 Using your Card

- 3.1 You must only use your Card in line with these Terms and Conditions of use, your Account Terms and Conditions where applicable, the Digital Wallet Agreement and any other terms and conditions relevant to the use of your Card.
- 3.2 You can use the Transaction facilities we provide to use your Card and PIN to make payments to and from your Account.
- 3.3 You can use your Card only within the Validity period shown on it.
- 3.4 You can use your Card in the following ways:
 - a) in conjunction with your PIN for point of sale Transactions, or Transactions using a Cash Machine, to lodge at the Post Office® or in conjunction with your PIN for withdrawals and balance enquiries over the counter at a branch or Post Office®;
 - b) for Transactions by mail, telephone, mobile phone or other portable device, online or by use of a Safeguard System (including the use of your Digital Card through a Digital Wallet);
 - c) you can use a Card or a Device to make a Contactless Transaction. You may have to use your PIN, Security Details or a combination of both to confirm some Transactions. Information about Contactless Transactions (for example monetary limits) are available on our website at aibgb.co.uk or by contacting us as set out in the 'Contacting Us' section of these Conditions. Some limits may not be disclosed for security purposes;
 - d) use of your Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting us' section;
 - e) when requested, if you are unable to provide your PIN, Security Details or complete any authentication process, we may decline to authorise the Transaction.
- 3.5 A Card does not give you an overdraft or any other form of credit, so you must apply for these in the normal way. If you already have an Arranged overdraft, you can use your Card to make withdrawals, but you must not go over your Arranged overdraft limit. If, by using your Card, you go overdrawn and you do not have an Arranged overdraft or you go over the Arranged overdraft limit and we have not given you permission to do so, you must immediately pay back the amount by which you have gone over the limit. We will charge you a fee for any items presented for payment when you have gone overdrawn or the amount you have gone over the Arranged overdraft limit. You will also have to pay any other bank charges that apply. You can find details of our Unarranged overdraft interest rate and charges in our Charges Explained brochure which you can get from any of our branches and also on our Website.
- 3.6 When necessary, we may give you a new or replacement Card and/or PIN. There may be a charge for new or replacement Cards, please refer to our Charges Explained brochure. However, we will not issue any more Cards on your Account if you tell us to do so.
- 3.7 New cards may be issued by us to you from time to time. Before you use your new Card, we may need you to take an extra step to activate it and if required, we will send you details on how to do this with your Card.

4 Card Transactions

- 4.1 You cannot stop or reverse a Transaction you have made using your Card or Card number once the Transaction has been completed (whether or not you have entered a PIN, Security Details, or signed a voucher or by way of Contactless Transaction) as we guarantee the payment.
- 4.2 If you have recurring Transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as broadband or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last Banking day before the payment is due to leave your Account. You should also contact the company or service provider to advise them that you are cancelling the recurring Transaction. Your Card is automatically enrolled in a card updater service with Visa. This service

allows participating Outlets to access Card details through Visa so they can continue to process a Transaction, recurring or otherwise. As not all Outlets participate in this service, you should still notify each Outlet when your Card details or the status of your Account changes.

If you don't, your Account may or may not still be charged. You are responsible for making sure the Outlet has your new Card details to process a Transaction. If you would like to opt out of the card updater service, please contact us using the details set out in the 'Contacting Us' section of these Conditions.

- 4.3 Transactions may take a number of days to appear on your statement. If there are any mistakes on your statement or you have any questions about the information on it, you should contact us as soon as possible. We recommend that you review your statement regularly.
- 4.4 You are Liable (except as mentioned in section 2, 'Loss or misuse of a Card, Device or Security Details') for paying:
- all Transactions; and
 - all interest and charges as mentioned in these Terms and Conditions of use, your relevant Allied Irish Bank (GB) Account Terms and Conditions and the Charges Explained brochure; and
 - all losses and reasonable costs which we have to pay as a result of you breaking this Agreement.
- 4.5 When you use your Card to withdraw cash or to carry out any Transaction in a currency other than sterling, you will have to pay extra charges for non-sterling Transactions. For Transactions within the EEA, we provide a comparison by way of percentage mark-up between (i) our rate which is made up of the Visa exchange rate for that day in addition to our currency conversion fee, and (ii) the European Central Bank foreign exchange rate. This is available on our website aibgb.co.uk. You can get details about how we apply these charges from the relevant sections in the Visa Debit Card User Guide or our Charges Explained brochure which you can get in any of our branches and on our Website. You can also call our Helpline.
- We have no control over third parties that might apply a charge for processing the Transaction or who convert the local currency into sterling and charge for doing this. We also have no control over the rates they may apply.
- 4.6 The available balance on your Account may reflect:
- any Authorisation we have given for a Transaction which has already been carried out but has not yet appeared on your statement; or
 - any Authorisation we have given for a Transaction which has not yet been carried out but for which we have been asked to authorise an estimated amount.
- 4.7 Once a Transaction has been entered on your Account both you and we will be bound by that Transaction, unless the details of it are proved to be incorrect. If we think you have acted fraudulently or with intent or Gross negligence, it will be our responsibility to prove it. We must also prove that you have received your Card if there is any dispute about this. If you have any questions about Transactions on your Account, you should contact us as soon as possible and in any case no later than 13 months after the date of the Transaction.
- 4.8 If the Account is in joint names and we issue Cards for that Account, you and all the other Account Holders will be Jointly and severally bound by these Conditions. Whether you receive a Card yourself or not, you must keep to all these Conditions and make sure that you pay in full any money you owe to us. If one of you gives us an instruction about the Card, we may act on it even if the other Account Holders do not agree.
- 4.9 We may, without notice, refuse Authorisation for a Transaction if we have good reason to believe that:
- the security of the Account, Card, Security Details or Device is compromised;
 - the Account, Card, Security Details or Device could be used to commit fraud, or by someone who does not have authority to use it;
 - the Transaction seems unusual compared with the way you normally use your Card, Account or Device;
 - in the case of a Payment Service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
 - the Transaction would damage our reputation,
- then we may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying payments to or from your Account or decline to authorise the Transaction on the Account for any valid reason (for example, where we may suspect fraud, money laundering, terrorism, if we believe we have been provided with incorrect information or we have concerns about the security of your Account). We may also refuse or decline to authorise any Transactions that may be inappropriate for your age group, for example gambling or betting. We may contact you to satisfy ourselves in relation to the nature of the Transaction or payment on the Account.
- 4.10 Where applicable, we will try to contact you before we take a decision to decline a Transaction, but it may not always be possible for us to do so. Please refer to 'Contacting you' section for the ways in which we can communicate with you. If we contact you in relation to your card by text

message you may be asked to confirm a Transaction by replying to the text message.

This text message from us will not ask you for any personal information, account numbers, PIN or other Security Details. If you are not happy to answer the text message, contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. If you do not have a mobile phone or your phone does not receive text messages, we will try to call you. If we are unable to make contact with you by phone we will send you a letter asking that you contact us.

- 4.11 When you want to make a Transaction online, we may need to confirm it's you before the Transaction can be authorised. We'll do this by using a Safeguard System and may also use an authentication service. Your Card is automatically enrolled for a Safeguard System, however the Cardholder may need to register for an authentication service. This authentication service will require you to enter your Security Details to identify you, for example, using a Banking App, or any other way made available by us. If we ask you to identify yourself and you can't or you don't follow the instructions for the Safeguard System or the authentication service, we will take it that your Transaction is not authorised and it will not go ahead. For this reason, it is important to ensure that the personal information we hold about the Cardholder is up-to-date (for example your mobile phone number and email address). To find out more about this please go to aibgb.co.uk/webshopping
- 4.12 When you make a Transaction using your Card, the available balance on your Account will usually be reduced immediately by the amount of the Transaction. Sometimes, an Outlet (for example a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you. This may reduce your available balance, although that pre-authorised amount may only be charged by the hotel or petrol station to your Account where you have obtained goods or services to the value of the pre-authorised amount. Once the Outlet instructs us to, we will remove the pre-authorised amount as soon as possible. We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.
- ## 5 Refunds (for more details please also see your Current Account Terms and Conditions)
- 5.1 If you are not happy with something you have paid for using your Card and the Outlet agrees to give you a refund, they must issue a refund which will then be processed by us and the amount credited to your Account. For non-sterling Transactions the amount actually credited to your Account may, following deduction of relevant fees and charges, differ from the original amount of the Transaction carried out on your Account. We will not accept any other method of refund. Unless the law says otherwise, you cannot use a claim you have made against an Outlet as a defence or claim against us.
- 5.2 We cannot be held Liable (whether or not you make or try to make a Transaction) for:
- any other person failing, or taking longer than expected, to accept your Card, Device or Card number;
 - the way in which any other person communicates that they failed or took longer than expected to accept your Card, Device or Card number, or refused to authorise a Transaction; or
 - The publication of a refusal of Authorisation of any Transaction.
- 5.3 Where a payment from your Account has been initiated by or through a Payee, you may be entitled to a refund if:
- the authorisation you gave did not specify the exact amount of the payment; or
 - the payment made from your Account was more than reasonably expected, taking into account your previous spending pattern, the terms and conditions of your Account or Card and the circumstances surrounding the payment.
- To request a refund, you must tell us as soon as possible if either or both of the above happen and, in any case, no later than 8 weeks after the amount is taken from your Account.
- 5.4 We will refund you within 10 Banking days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same timeframe along with our reasons.
- 5.5 You are not entitled to a refund where:
- you have given consent directly to the Payment Service Provider for the Transaction; and
 - information on the Transaction was provided or made available in an agreed manner to you by the Payment Service Provider or Payee at least four weeks before the due date.
- 5.6 If we refuse your refund request, and you do not agree with this decision you may refer to the Financial Ombudsman Service. Please see the 'Complaints' section for details.

6 Cancelling the Card

6.1 We reserve the right at any time and without giving notice, to refuse Authorisation for a Transaction. We may also make this refusal public. We can also decide not to renew or replace the Card. We can also cancel the Card on your Account. If we decide to do this we will, wherever possible, give you at least two months' notice in writing unless there are exceptional circumstances as follows:

1. Suspected unauthorised or fraudulent use of your Account, Card or Device;
2. To protect the security of your Account, Card or Device;
3. In the case of a Payment Service with a credit line, such as an overdraft, a significantly increased risk that you may be unable to fulfil your liability to pay;
4. If you are made bankrupt or you enter into a voluntary arrangement with your creditors;
5. If you can no longer manage your financial affairs or you die;
6. If you break any representations, warranties or statements you have made to us in connection with the Account, or the information you have given us is not true in any material respect;
7. We have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;
8. You act, or are suspected of acting, fraudulently against us or any other party;
9. If you repeatedly break these Terms and Conditions of use or breach them in a serious way;
10. If you break any other agreement with us;
11. You have failed security checks in a manner that we deem unacceptable; or
12. To allow us to keep to any law, regulation, code or good practice.

6.2 If we ask you to return the Card, you must do so immediately, cutting the physical Card through the Chip and delete or un-register all related Digital Cards for security reasons. If you try to use the Card after we have suspended or cancelled it, any person acting on our behalf has the right to hold the Card and not return it to you.

7 Ending this Agreement

7.1 There is no minimum period for how long your Agreement needs to be in force. It will continue to be in force until either you or we end it in line with these Terms and Conditions of use.

7.2 Unless we have agreed otherwise, you can end this Agreement any time by contacting us. We may end this Agreement by giving you at least two months' notice in writing. If you or we end the Agreement, you must, for security reasons, immediately destroy all Cards you (or any other Account Holders) hold by cutting the physical Card through the Chip and delete or un-register all related Digital Cards.

7.3 Whether you or we end this Agreement, its terms will continue to apply until you have paid all the money you owe.

8 Extra Conditions

8.1 We will not be Liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these Terms and Conditions of use because of:

- a) a fault which has happened in any system used to carry out a Transaction;
- b) an industrial dispute (for example, a strike);
- c) anything outside our or our agents' or subcontractors' control; or
- d) the Card being retained, damaged or not honoured by a third party.

8.2 We reserve the right for any reason (on giving reasonable notice where possible) to stop offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.

8.3 We shall not be Liable for any loss you suffer due to our failure to perform our obligations under this 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.

8.4 We will be Liable for the amount of any Transaction, plus any interest and charges, if there have been any faults with Cash Machines or other systems you have used and these were not obvious or displayed as a warning message or on a notice at the time you used the machine or other system.

8.5 Third parties providing applications or services in connection with the use of your Card(s), Digital Cards or Digital Wallet (for example, a mobile phone provider or app provider) may have their own Agreements, including in relation to fees which you are subject to in relation to the use of your Card(s), Digital Card or Digital Wallet ("Third Party Agreements"). It is your responsibility to read and understand such Third Party Agreements before you sign up to the relevant application or service and you agree to comply with all such terms and conditions. We will have no responsibility or liability in respect of any Third Party Agreements nor any other applications or services which are provided by third parties in connection with the use of your Card(s), Digital Cards or 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.

8.6 If we send a written demand or notice in connection with your Account or Card by post to the last address you gave us, we will consider this to have been properly served and received on the day that you should have received the envelope containing the demand or notice.

8.7 If we choose not to enforce any term, or we cannot enforce any term which applies to the Account, this will not affect our right to:

- a) enforce that term later; or
- b) enforce any of the other terms which apply to the Account or the Card.

8.8 These Terms and Conditions of use are written in English and all our communications will be in English.

8.9 The laws of England and Wales apply to this Agreement, and the courts of England and Wales will have exclusive jurisdiction over any dispute that may come about as a result of this Agreement.

8.10 We have the right at all times to change and add to these Terms and Conditions of use as a result of:

- a) a change in the law, regulation, code or good practice;
- b) customer feedback;
- c) product development; or
- d) for any other valid reason we give you at the time we tell you about the change.

If we want to make a change to your Terms and Conditions of use, we will let you know at least two months beforehand in writing (unless, by law or in line with regulation, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended Terms and Conditions of use. If you are not happy, you have the right to end this Agreement with us. At any time up to two months from the date of the notice, you can, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this. When you receive this notice, you can end the Agreement in line with section 7, as long as you have paid all the amounts you owe. However, if you continue to hold your Account after this time, we will consider you to have accepted the relevant changes.

8.11 We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Card through our online banking services (if applicable), you agree that electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.

