



# iBusiness Banking Terms and Conditions

## 1. Terms and Conditions governing iBusiness Banking

iBusiness Banking (as defined below) is provided by AIB Group (UK) p.l.c. t/a Allied Irish Bank (GB) (including its successors and assigns), referred to in the Agreement as 'we', 'our', 'us' or 'the Bank', to the Customer (including its successors and assigns) identified in the Application Documents, and referred to in the Agreement as 'you', 'your', or the 'Customer' subject to the Terms and Conditions (referred to as the 'Terms and Conditions') set out below and the Agreement, as defined. Reference to 'both of us' refers to both the Bank and the Customer.

Both the Bank and the Customer agree as follows:

## 2. Contact Information

### Contacting Us

You can contact us through our iBB Contact Centre, through our Business Centres, by email, or by phone. Further details on how to contact us are listed below.

iBB Help Desk 0370 243 0331†

iBB eMail [ibbuk.customer.support@aib.ie](mailto:ibbuk.customer.support@aib.ie)

Hours of Support: 9.00am to 5.00pm Monday to Friday  
(excluding Bank Holidays)

To assist the Bank in addressing your query, you must provide such information and details as requested by the Bank in respect of your query.

Please also note that all telephone communications between iBusiness Banking and Customers may be recorded for security and training purposes. This will assist us in ensuring that our support gives you as much help as possible in addition to giving you added security.

†Call charges may vary – refer to your service provider.

### Contacting You

Subject to applicable law, we may contact you in person, by phone, post or online (for example via our Broadcast message within iBB)

## 3. Definitions

**Access Codes Procedures and Security Devices** means any numbers, codes, words, biometric information (including fingerprint details) or other security measure or procedure we require you to use in connection with the Services, including, but not limited to any iBB user identification code (Userid), your iBB personal access code (PAC), your iBB user password (Passphrase), your iBB user security device (Digipass), your Digipass personal identification number (Digipass PIN), any Digipass or other device generated single use authorisation security codes and / or each relevant originator identification number (OIN) provided by us to you. Reference to Security Device includes any procedures you or a User need to follow in using any Security Device.

**Account** means the Account or Accounts held by the Bank in the Customer's name, whether in sole or joint names, and any other accounts held by the Customer with any subsidiary, or associated companies, designated by the Customer for the Services.

**Agreement** means the Agreement concluded between both the Bank and the Customer for the provision of the Services which shall consist of the Application Documents, these Terms and Conditions or any amendment to include Account Terms and Conditions, Fees and Charges and where applicable, International Payments Terms and Conditions, variation, replacement or substitution.

**AIB App** means an AIB application which can be downloaded from a software application distributor(s) and which can be used to access the Services.

**Application Documents** means The 'iBusiness Banking Application Form' executed by the Customer or on the Customer's behalf and such additional resolutions and supplementary documentation as may be required by the Bank.

**Bacs** means an electronic funds transfer service operated by Bacs Payment Schemes Limited (BPSL), which allows Bacs customers to input certain debit and/or credit transactions directly into the United Kingdom clearing system.

**Bacs Payment** means the transfer of funds by the User at the debit of the Account for credit of an account domiciled with a financial institution with an APACS Sorting Code, within the United Kingdom, other than the Bank.

**Bulk Payment** means the ability to make bulk payments through the iBB service.

**Business Day** means any day (other than a Saturday, Sunday or Bank Holiday) on which we are open for general banking business in Great Britain and where in relation to execution timeframes in respect of a payment to an account with another financial institution, a day on which the payee's bank is also open for business. However, with some payment methods (such as Faster Payments), payments will appear in

your Account, and be available to use, on the same day. The date that is shown for that payment (for example, on your statement), and the date from which the money starts to earn interest if it is in an interest-bearing account, will still be the following Business Day.

A 'Non-Business Day' shall be construed accordingly.

**CHAPS** means an electronic transfer system for sending on a same day value (SDV) basis a sterling payment to another bank within the UK, from one CHAPS member settlement bank to another.

**Cut-off times** mean the cut-off times for receipt of the Customer's instructions to the Bank in respect of the Services on a Business Day, as detailed in these Terms and Conditions and/or notified to the Customer.

**Digipass and Personal Identification Number or PIN** means a calculator type device and PIN issued by the Bank to the User upon the instructions of the Customer for use, where relevant, in connection with the User ID and Passphrase.

**Direct Debit** means a payment a company or organisation takes from your Account on the date the payment is due. The company or organisation also has the authority to change the amount of the payment if they need to.

**Direct Debit Guarantee Scheme** will protect payments you make by Direct Debit. For further information about the Direct Debit Guarantee Scheme please refer to [www.directdebit.co.uk](http://www.directdebit.co.uk).

**Domestic Payments** means the ability to make Account Transfer, Third Party Transfer and CHAPS payments through the Services.

**Faster Payments Service (FPS)** means an electronic payment to accounts held with UK banks and building societies

**Forward Value Credit Limit** means the total cumulative amount of Bulk payments that the Customer can make in the specified timescale.

**Gross Negligence** means a very significant degree of carelessness.

**Group** means the Lead Entity and the Group Entities which identify that Lead Entity as such on their Application Documents in accordance with the Agreement.

**Group Entity** means the legal entity identified as a 'Group Entity' on the Application Documents which is also the 'Customer' for the purposes of the Bank's Agreement with that entity.

**IBAN** means International Bank Account Number (IBAN) and is the international standard for numbering bank accounts.

**Bulk Payment** means the ability to make Bulk payments through the iBB service.

**International Payments** means the ability to make Account Transfer FX, SEPA and International Payments through the Service.

**Lead Entity** means the legal entity identified as the 'Lead Entity' on the Application Documents, that is also the 'Customer' for the purposes of the Bank's Agreement with that entity.

**Local Administrator** have extensive powers in relation to the Services and who can, through the Services (i) appoint Users and (ii) assign User rights to themselves and others, (iii) change any postal or correspondence address you provide to us, (iv) amend or vary individual User payment limits and (v) amend or vary your Cash Management Limit amongst having other powers.

**Mobile Device** means a portable computing device capable of accessing the Services through any AIB App, including devices that are wearable.

**Nominated Account** means an Account nominated by the Customer from which the Bank may debit all and any charges, fees or other sums whatsoever arising due or payable to the Bank by the Customer in connection with the Services.

**PAC** means the Personal Access Code issued by the Bank to certain Users for use in relation to the Service in the manner set out in the Agreement.

**Passphrase/Password** means each Passphrase/Password created by the User for the purposes of accessing the Services, and is to be used in the manner set out in the Agreement.

**Payment Authoriser** means one person or more who can approve payments.

**Payment Services Regulations (PSR)** means the Payment Services Regulations 2017 which is effective in the UK from 13th January 2018 and replaces the Payment Services Regulations 2009.

**Requested Codes** means a One Time Code (OTC) or Transaction Data Signature (TDS) which is generated using your Digipass.

**Services or iBusiness Banking or iBB** means the electronic banking services which the Customer has requested in the Application Documents, and in the Agreement documents and which we have agreed to provide you from time to time (for example, by access to any website or AIB App) provided by us to you to enable you to access those services.

**Service User Number** means the unique number given to participants who are authorised to use the Bacs system.

**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, within Europe whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location. The official list of SEPA countries are updated or amended by the European Payments Council from time to time.

**SEPA Credit Transfer** means a single non-urgent Euro payment that is executed in accordance with the SEPA Scheme Rules. The Receiver's bank must be SEPA reachable.

**Standard Exchange Rate** means a foreign exchange rate of the day, provided by us for payment amounts below the Standard exchange rate threshold value. The reference exchange rate used by us to determine the Standard exchange rate is the mid-market rate available at the start of the Business day.

**Standing Orders** means the account provider makes regular transfers on the instruction of the Customer of a fixed amount of money from the Customer's Account to another account.

**Users** means each person appointed by you who is authorised to access and use the Services on your behalf in accordance with the level of authorisation granted by you or your Local Administrator.

**User ID** is allocated to Users for the purpose of availing of the Services.

**Website** refers to [www.aibgb.co.uk/ibusinessbanking](http://www.aibgb.co.uk/ibusinessbanking)

## 4. General

4.1 On acceptance by the Bank of the Customer's completed Application Documents both the Bank and the Customer will be subject to these Terms and Conditions which form part of the Agreement.

4.2 In the event of any conflict or ambiguity between any of the Application Documents comprising the Agreement, then these Terms and Conditions will prevail.

4.3 Both the Bank and the Customer acknowledge that other terms and conditions may also apply by agreement or by operation of law.

## 5. The Services and how the Customer should have access and use the Services

5.1 The Bank is authorised to issue or make available Access Codes Procedures and Security Devices to the Users as appropriate. It is the Customer's and each User's responsibility to ensure that the Access Codes Procedures and Security Devices are kept confidential and are kept securely by the Customer and the Users at all times, particularly when not in use. The Customer will ensure that Users log out from the Service when not in use and /or when the computer is unattended. This includes not choosing a password that someone can easily guess or writing/storing access details down in a way that can be easily understood by another party or giving someone access to a device like a mobile phone that you keep your details on. Your compliance with the Agreement is designed to minimise the risk of unauthorised use of iBB. If you do not use iBB or Access Codes Procedures and Security Devices in accordance with the Agreement, you may not be able to get compensation for any loss you have suffered.

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

5.3 You must keep all Mobile Devices secured. Before you replace or dispose of a Mobile Device, you must ensure that Mobile Device is no longer verified to use the Services through an AIB App and delete any AIB App from that Mobile Device.

5.4 You should immediately delete any text sent or received by you in connection with the Services which contains reference(s) to or details of any Access Codes Procedures and Security Devices.

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

5.6 For the avoidance of doubt, neither the Customer nor the Users are permitted to share Access Codes Procedures and Security Devices with anybody. However, you may choose to consent to a third party provider either initiating a payment on your behalf, or obtaining information on your Account. If you are considering using a third party provider you will be able to check with the Financial Conduct Authority (FCA) or other relevant regulators whether the third party provider is authorised and/or registered by them. It is important you are satisfied that they are genuine before you choose to use a third party provider. Third party providers must only initiate a payment on your behalf or obtain information on your Account if you give your explicit consent to them. Please be aware we are not required to check the terms of the consent provided by you and the third party provider.

5.7 The Customer can access the iBusiness Banking 'help centre' at any time from the Bank's Website. The Bank will provide the Services to the Customer in the manner and for the purposes set out in the Agreement.

5.8 The Customer is solely responsible for selecting, appointing and ensuring the suitability and integrity of the Users in particular, without limitation, the Local Administrator(s) who have extensive powers in relation to the Services and who can (i) appoint Users and (ii) assign User rights to themselves and others, (iii) change any postal or correspondence address you provide to us, (iv) amend or vary individual User payment limits and (v) amend or vary your Cash Management Limit amongst having other powers. For the avoidance of doubt, the customer is also solely responsible for the actions or omissions of the individuals chosen as Users and shall ensure that each User has read, understood, and complies with the Agreement. Further information on the role of the Local Administrator can be found in our help centre.

5.9 It is the Customer's responsibility to arrange appropriate equipment, support, software and Internet access to allow the Customer or the Users to avail of the Services. For more details of technical requirements, please refer to the iBB Information Guide provided to you and available on our Website. It is the Customer's responsibility to ensure they and the Users comply with the local laws or regulations in any jurisdictions in which the Users access the Services.

5.10 For Customers who submit Bulk files through Bacs, the first two primary security contacts, nominated within the Bacstel-IP Application form will be required to complete a short online Bacs training module and test before the Service can be activated. Instructions on how to complete this training will follow once your application has been processed. Primary security contacts will be made aware of their obligations to comply with the relevant Bacs scheme rules within this training.

5.11 The Bank will take all reasonable steps to ensure that the Services are provided to the Customer in an efficient and timely manner. The Customer agrees that the Bank can temporarily suspend provision of and access to the Services or can withdraw any of the Access Codes Procedures and Security Devices (without incurring any liability to the Customer) in the event of breakdown, error, defect or malfunction of any part of the Services, or where the Bank in its absolute discretion is of the view that there is a security issue.

5.12 Whilst we have made the security of your information on iBB a priority your access and use of the Services are at your own risk and you are responsible for ensuring that you keep any equipment and software used to access and use the Services well maintained and secure, in particular, but not limited to, by use of firewalls, by use of antivirus software, by installing and updating patches or fixes or by installing new versions or releases of software where appropriate. In respect of security or maintenance of your equipment or software, for the avoidance of doubt, we will not be responsible or liable for any loss arising from any act or omission by you, or a third party. For more details on how to keep yourself secure, please refer to the iBB Security Factsheet provided to you and available on our Website.

5.13 The Customer will ensure that all instructions or authorisations given by its Users are clear, accurate, correct and complete, and that their use of the Access Codes Procedures and Security Devices is in accordance with this Agreement.

5.14 If the Customer cancels a User they should ensure that the User's Access Codes Procedures and Security Devices allocated to that User are returned to us.

5.15 The Customer must immediately notify the Bank if they become aware that there has been a breach of security in

respect of Access Codes Procedures and Security Devices. Please see Contacting Us at Clause 2 and/or the iBusiness Banking Security Factsheet provided to you and available on our Website. The Bank will suspend the relevant User's access to the Services and take any other action it considers appropriate in the circumstances.

5.16 The Customer must notify the Bank immediately if they become aware of:

- (i) Any failure or delay in either the Customer or the Bank receiving any authorisations or instructions through the Services.
- (ii) Any failure or delay in effecting any payment or transfer of funds made or to be made through the Services.
- (iii) Any known or suspected error or fraud in or affecting the use of the Services.
- (iv) Any programming error, defect or corruption of the Services.
- (v) Any incorrect information, including in respect of the Accounts provided as part of the Services.
- (vi) Any misuse of, or breach of confidentiality in respect of the Access Codes Procedures and Security Devices.
- (vii) Any loss, theft or misappropriation of your Access Codes Procedures and Security Devices or any Mobile Device or their unauthorised use, so we can suspend the relevant User's access to the Services and take any other action we deem is appropriate in the circumstances. You and any other Users must give us all the information you or they have regarding the circumstances of the loss, theft, misappropriation, misuse or the disclosure of the Security Devices or any Mobile Device.

5.17. If there is a dispute in relation to any instruction or authorisation, you and any other Users must co-operate with us in our investigations. You and any other Users must give us all the information you or they have regarding the circumstances of misuse or the disclosure of the Access Codes Procedures and Devices. If we suspect that Access Codes Procedures and Devices have been or might be misused, or disclosed, we can give the police any information they think is relevant.

5.14 As part of the Services any information provided by the Bank to the Customer shall not be taken as conclusive evidence of the accuracy and completeness of any information in relation to the relevant Accounts. Any such information may subsequently be adjusted by the Customer or their Users, for example, a payment created and not fully authorised can be edited at any time. The Customer agrees and acknowledges that the Bank shall not have any liability for any loss suffered by the Customer by reason or in consequence of the Customer's reliance upon any information received through the Customer's use of the Services, financial or otherwise. The Customer should instead rely upon their Account statement.

## 6. Groups, Group Entities and the Lead Entity

If the Customer has opted to be part of a Group, as either a Group Entity or a Lead Entity:

- (i) Each member of the Group agrees that the Lead Entity is exclusively authorised to determine who shall be a User and the level of authorisation given to each User.
- (ii) Each member of the Group agrees that the Lead Entity is exclusively authorised to add new members to the Group and the Lead Entity may remove existing members from the Group.

- (iii) Each member of the Group agrees that each other member of the Group may terminate its Agreement with the Bank in so far as it is related to that other member. If the Lead Entity terminates its Agreement with the Bank, the Bank's Agreement with each member of its Group will automatically terminate without notice on the same date unless each Group Entity appoints a replacement Lead Entity and executes such additional resolutions and documentation as may be required by the Bank.
- (iv) Each member of the Group separately agrees with the Bank and each other that the Users authorised by the Lead Entity may gain access to information relating to its accounts and the carrying out of transactions on its own accounts

## 7. Joint Liability and the Survival of Rights

7.1 When the Customer is part of a Group or if an Account is maintained by two or more legal entities, each member of the Group or each of such legal entities, as the case may be, shall be jointly and severally liable to the Bank for all liabilities arising from the use by one of them of the Services, notwithstanding that the liability may not have been created on instruction or authorisation of all of the members of the Group or all of such legal entities. All of the members of the Group or all of such legal entities, as the case may be, shall be jointly and severally liable notwithstanding any amendment or suspension or withdrawal of the Services, the termination of any membership of the Group or the termination of the operation of a Joint Account.

7.2 Notwithstanding the event of the Customer's death or contractual incapacity, all actions taken by the Bank under the Agreement (including payments made by the Bank) shall be valid and binding upon the Customer, the Customer's personal representatives, administrators, successors and/or the Customer's estate if made prior to receipt by the Bank of written notice of the Customer's death or contractual incapacity.

## 8. Payment Instructions and Cut-off times

8.1 Any payment instructions in respect of the Accounts issued by the Customer via the Services must be received by the Bank prior to the relevant Cut-off times, in order to be dealt with by the Bank on that Business Day. Please refer to the Payment Table below. Any payment instructions in respect of the Accounts issued via the Services received by the Bank on a non-Business Day will be dealt with on the next Business Day unless the Customer is otherwise notified through the Services.

### 8.2 Recalling a Payment

- (i) FPS, CHAPS, SEPA and International Payments - Normally once we have processed your payment instruction, you cannot cancel it. For example, a payment made using FPS, CHAPS, SEPA or International Payments cannot be cancelled or amended once authorisation is received for the payment to be made. However, if you need to amend or cancel an instruction that you have given us before we process it we will try to make your change if it is possible. If you need to amend or cancel a payment instruction, you should contact us in one of the ways outlined at Clause 2 'Contacting Us'. You will be responsible for any extra fees, expenses and exchange rate losses which are caused by amending or cancelling a payment instruction and for the costs of any payment investigation you ask us to carry out.
- (ii) A Bulk Payment file can be cancelled from the Bulk Payments log as long as this payment isn't showing as processed.

Where the Customer has a Forward Value Credit Limit if a Bulk payment file is recalled the Customer's Forward Value Credit Limit will be adjusted to reinstate the value of the file.

### 8.3 Payments made incorrectly or without your authority

- (i) If a payment has been made from your Account incorrectly or without your authority via the Services, you must tell us as soon as possible. If we fail to make a payment via the Services correctly or a payment is made without your authority and you are eligible for a refund we will, as soon as possible, put your Account back to the position it would have been in had we made the payment correctly. We will also refund any charges you have had to pay and any interest we have charged as part of the incorrect payment.
- (ii) You will only be entitled to a refund for an unauthorised or incorrectly executed payment made via the Services if you tell us about the transaction as soon as possible and, in any case, no later than 13 months after the date the payment was taken from your Account.
- (iii) Where any of your Access Codes Procedures and Security Devices allowing access to your Account via the Services have been misused or disclosed, you may be liable to pay a maximum of £35 for any losses in respect of unauthorised payments arising as a result. However, you will be liable for all unauthorised transactions if you have acted fraudulently or with Gross Negligence by failing to keep your Access Codes Procedures and Security Devices safe in line with these Terms and Conditions or if you have (with intent or Gross Negligence) failed to notify us without undue delay after becoming aware of the misuse of any of your User's Access Codes Procedures and Security Devices that we have issued to you or them in connection with the Services.
- (iv) You are not entitled to a refund if the payment details you provided were incorrect (for example, you gave us the wrong account number or sort code for the beneficiary) and we used these to make the payment via the Services. However, we will make reasonable efforts to recover the funds involved in the payment. We may charge you for doing this. If we decide to charge you for this, we will tell you what the charge will be at the time you ask us to recover the funds. If you provide information in addition to the payment details we ask for, we will only be responsible for making the payment in line with the payment details we asked for.
- (v) If we are unable to recover the funds you may write to us to request from us any relevant information we may

have available to us in relation to the beneficiary in order for you to pursue recovery of the funds directly from the beneficiary.

- (vi) You are not entitled to a refund from us if you have selected a beneficiary from your beneficiaries list in error and the beneficiary's payment service provider receives the funds. If that happens, you may ask the beneficiary directly to return the funds to you. We will, however, make immediate efforts to recover the funds and give you notice of whether this has been successful. You should contact iBB Contact Centre directly in order for us to attempt to trace and recover the funds.

8.4 You must not attempt to create an unauthorised debit balance on any Account or to extend an expressly agreed overdraft beyond an authorised limit approved by the Bank on any Account through the use of the Services. If you do so, the Bank will take such action as it deems necessary to prevent or remedy such a situation, including but not limited to rejecting the instruction or reversing any transaction. You may incur losses to include for example exchange rate losses should remedial action be necessary.

8.5 Subject to Clause 8.4, when using the Services the Customer may seek to make payments from all (not each) of the Accounts up to a maximum payments amount during any particular Business Day. Details of this maximum payments amount, how it is determined, and how it applies in the case of a Group are set in the letter of confirmation issued to you. The Bank may, at its absolute discretion, notify the Customer with immediate effect of any increase or decrease in the maximum payments amount.

8.6 We may place limits and restriction on transactions and these may be changed or varied at our discretion. Some limits may not be disclosed for security purposes.

8.7 Confirmation of a payment instruction given through the Services should be taken as an indication of receipt of the instruction only and not that the instruction has been actioned. The onus is on the Customer to seek clarification as to whether the Bank has received the Customer's payment instruction if this has not been confirmed through the Services.

8.8 To help protect you, we may need to contact you from time to time to ensure payments made from your Account are genuine. This means that the processing of some payments may be delayed for a short time while we attempt to make contact with you to verify the payment. For security reasons, we will ask you to confirm your User ID and your Digipass Serial Number in order to progress the call and confirm the payment. Due to service provider restrictions, our phone

### Specification of file formats

<p><b>1. APACS (for credit or debit files)</b> This is a standard BACS or APACS file format .</p> <p>VOL1999999 999999 . HDR1 A112346S 00000 00000 00000 0408040100 B . UHL1 04219000090 000000001 DAILY 001 . 2977673025144509920000010111457/ABC00000000223BLOGG &amp; COMPANY BENEFICIARY 2 2619905047055409920000010111457/CDE00000000320BLOGG &amp; COMPANY BENEFICIARY 3 2601966096071309920000010111457/EFG00000000900BLOGG &amp; COMPANY BENEFICIARY 4 2000001011145701720000010111457 00000001443 CONTRA BLOGG &amp; COMPANY UTL1000000000144300000000144300000010000003.</p> <p>Note: The above field order and field rules must be observed.</p>	<p><b>2. CSV Excel (credit or debit files)</b> Each record contains six fields (each separated by a comma):</p> <p>Field 1 – Beneficiary name Field 2 – Beneficiary NSC Field 3 – Beneficiary account number Field 4 – Amount Field 5 – Beneficiary reference (or roll number) Field 6 – Tran code (99 for credits, 01,17, 18 or 19 for debits).</p> <p>Each record should appear as follows: HENRY MOSS,938611,23779933,3.33,TEST REF FOR HM,99</p>
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number may not display correctly or at all. However if you are concerned about the identity of the caller, please ask for their staff number and call our iBB Contact Centre to confirm. The Bank will not be responsible or liable to the Customer or any third party for any loss arising as a result of the Bank taking such action.

### 8.9 Standing Orders

Users can create, modify or cancel a standing order via the Services. A Payment Authoriser has up until 8pm on the Business Day before the standing order is due to be debited from the Account to consent to its creation, modification or cancellation. The Payment Authoriser's consent for creating, modifying or cancelling a Standing Order is given by use of the Requested Code. To create a Standing Order Users will need to input the following details:

- The name of the beneficiary selected from your beneficiary list or the sort code and account number of the account to which the funds are to be transferred;
- The amount of the payment;
- A meaningful reference so that the beneficiary can identify you;
- The frequency of the payment (i.e. weekly, monthly etc.); and
- The start date for the payment to commence.

### 8.10 Bulk Payment

To make a Bulk Payment, the User must first create and import a file in an acceptable file format containing valid payment instructions. The table below displays the payment instructions required for each file format type.

1. APACS (credit or debit files).
2. CSV Excel (credit or debit files).

Please refer to Clause 8.2 (ii) for recalling/cancelling a Bulk Payment file. Once the file has been successfully imported the Payment Authoriser's consent for approving a Bulk Payment file is given by use of the Requested Code. For Bulk Payment file Cut-off times please refer to the Payment Table in these Terms and Conditions.

### 8.11 UK Domestic Payments – Account Transfer, Third Party Transfer and CHAPS

- (i) Account Transfers can be carried out via the Services from one of your Accounts to another one of your Accounts held with us. The Accounts to be debited and credited should be selected from the drop down boxes displayed via the Services. The User can choose to insert a narrative that will appear on the statements for the Accounts. The User will be required to insert the amount to be transferred. A User can create an Account Transfer, however, the instruction will not be actioned until the Payment Authoriser has approved the transfer. The Payment Authoriser consents to the Account Transfer being made via the Services by use of the Requested Code.
- (ii) Third Party Transfers can be carried out via the Services from one of your Accounts to pay funds to the accounts of third parties held with any UK financial institution. These Third Party Transfers are made by using FPS. The Account to be debited should be selected from the drop down box displayed via the Services. The User can choose to insert a narrative that will appear on the statement for the Account to be debited. To create a Third Party Transfer the User will need to input the following details:
  - The name of the beneficiary selected from your beneficiary list or beneficiary name, beneficiary

address, the sort code and account number of the account to which the funds are to be transferred;

- A meaningful reference so that the beneficiary can identify you (only an option if you have not set up a reference for that particular beneficiary previously); and
- The amount of the transfer.

A User can create a Third Party Transfer, however, the instruction will not be actioned until the Payment Authoriser has approved the transfer. The Payment Authoriser consents to the transfer being made via the Services by use of the Requested Code. Normally FPS payments cannot be cancelled once they have been processed by us. Please refer to Clause 8.2 (i) above.

- (iii) CHAPS payments can be carried out via the Services from one of your Accounts to make same day value sterling payments to other UK financial institutions. The Account to be debited should be selected from the drop down box displayed via the Services. The User can choose to insert a narrative that will appear on the statement for the Account to be debited. To create a CHAPS payment the User will need to input the following details:
  - The name of the beneficiary selected from your beneficiary list or the beneficiary name, beneficiary address, sort code and account number of the account to which the payment is to be made;
    - A meaningful reference so that the beneficiary can identify you; and
  - The amount of the payment.

A User can create a CHAPS payment, however, the instruction will not be actioned until the Payment Authoriser has approved the payment. The Payment Authoriser consents to the payment being made via the Services by use of the Requested Code. Normally CHAPS payments cannot be cancelled once they have been processed by us. Please refer to Clause 8.2 (i) above.

### 8.12 International Payments

- (i) As the holder of an Account the Customer may avail of the Bank's International Payment services under which the Customer can make and receive International Payments by a number of different means.
- (ii) The Bank will accept a payment instruction for execution when the Bank is satisfied that: (a) the Customer has sufficient Cleared and available funds in the Account to meet the payment concerned and all associated charges; (b) the Customer has duly completed and authorised the payment instruction; and (c) all other conditions required by the Bank have been fulfilled. If the Bank does not accept a payment instruction, the Bank will inform the Customer of the reason unless restricted by law or regulation from doing so.
- (iii) The Bank may, but shall not be obliged to, operate from time to time such security procedures as the Bank considers appropriate including making call backs to Customers or Users. The Bank shall not be liable for any delay or failure in making any payment as a result of such procedures.
- (iv) When the Customer avails of the International Payment services, the Customer (as sender) and the beneficiary's will be liable to pay the applicable charges. These comprise our charges and the charges of all third parties involved in making the payment, including intermediary

bank(s) and the beneficiaries bank. Details of the charges which we apply are contained, for International Payments, in the current iBusiness Banking Fees and Charges (available at any Allied Irish Bank (GB) branch and on our Website). If you are making a payment within the EEA, in any currency, you and the beneficiary must pay your own bank charges. An intermediary bank may not deduct its charges from the payment amount on a payment made in an EEA currency within the EEA. For non-EEA payments, an intermediary bank may deduct its charges from the payment amount before it is made available to us or to the beneficiary's Bank

- (v) If the Customer wishes to make an International Payment in a currency other than the currency in which the

Account is denominated, a currency conversion will be required. The exchange rate used for such a conversion will be the rate applicable at the time the payment is accepted rather than at the time the relevant instruction is received, unless a forward contract rate is used. If a currency conversion rate is booked with the Bank, the Customer has two Business Days in which to use this rate. If the rate remains unused after this time the Bank will reverse the conversion at the market rate and any subsequent costs will be charged to the Customer's Account. If the Customer instructs the Bank to make a payment in a currency other than the currency of the beneficiary's account the beneficiary's bank may convert the payment into the currency of the beneficiary's account.

### Type of Domestic Payments and Cut-off Times

Payment type	Payment description	Maximum payment execution time
<b>Account Transfer within the same entity</b>	A transfer made between your own Accounts within the same company	Immediate - no Cut-off time
<b>Account Transfer between different entities within the same group of companies in the same jurisdiction (GB to GB or NI to NI)</b>	A transfer made between Accounts held in different entities within the same group of companies	Same Day - no Cut-off time
<b>Account Transfer or Third Party Transfer between an Allied Irish Bank (GB) and AIB (NI) account</b>	A transfer made internally to a beneficiary based in Allied Irish Bank (GB) or AIB (NI)	Under £250,000 Same day This is provided that the payment is submitted between 7.15am and 11.59pm Over £250,000 Same Day This is provided that the payment is submitted between 9.30am and 5.25pm
<b>Third Party Transfer to a beneficiary based in another UK financial institution</b>	A payment made to a beneficiary based in another UK financial institution	Under £250,000 Same day (subject to beneficiary bank processing times). Between midnight and 11.59pm
<b>CHAPS</b>	This is typically a high value urgent transfer of funds to another UK financial institution made using the CHAPS system	Same day. Between 6.00am and 5.25pm
<b>Standing Orders</b>	Allows you to make regular fixed amount payments in Sterling e.g. monthly to your Allied Irish Bank (GB) Accounts and to third party accounts held in the UK	Same day. This is provided that the Standing Order is set up by 8:00pm on the previous Business Day.
<b>Bulk Credits FPS</b>	These are bulk payments used to pay multiple beneficiaries using the Faster Payments Service	Same day (subject to beneficiary bank processing times). Between midnight and 11.59pm
<b>Bulk Credits Bacs</b>	These are bulk Bacs payments used to pay multiple beneficiaries using the Bacs system	Two Business Days. This is provided that the payment is submitted between 8.00am and 5.30pm
<b>Bulk Direct Debits</b>	These are bulk Bacs payments used for the collection of funds from your customers	Two Business Days. This is provided that the payment is submitted between 8.00am and 5.30pm

### 8.13 International Payments – Account Transfer FX, SEPA Credit Transfer and International Payments

- (i) Account Transfers FX can be carried out via the Services from one of your Accounts to another one of your Accounts held with us in a foreign currency. The Accounts to be debited and credited should be selected from the drop down boxes displayed via the Services. The User can choose to insert a narrative that will appear on the statements for the Accounts. The User will be required to insert the amount to be transferred in the relevant currency. A User can create an Account Transfer FX, however, the instruction will not be actioned until the Payment Authoriser has approved the transfer. The Payment Authoriser consents to the transfer being made via the Services by use of the Requested Code.

- (ii) SEPA Credit Transfers can be carried out via the Services from one of your Accounts to pay funds to accounts in Euros within the Eurozone. The Account to be debited should be selected from the drop down box displayed via the Services. The User can choose to insert a narrative that will appear on the statement for the Account to be debited. To create a SEPA Credit Transfer the User will need to input the following details:

- The name of the beneficiary selected from your beneficiary list or beneficiary name, beneficiary address, the IBAN of the account to which the funds are to be transferred. The BIC will be added automatically based on the beneficiary IBAN entered. If a BIC cannot be found for the IBAN entered you will be prompted to enter the corresponding BIC;

- A meaningful reference so that the beneficiary can identify you (only an option if you have not set up a reference for that particular beneficiary previously);
- The amount of the transfer in Euros. When the amount is entered and the currency is selected a currency quote and a Live Exchange Rate will be displayed if applicable. (See section on Live Foreign Exchange Rates for more information)

A User can create a SEPA Credit Transfer, however, the instruction will not be actioned until the Payment Authoriser has approved the transfer. The Payment Authoriser consents to the transfer being made via the Services by use of the Requested Code. Normally SEPA payments cannot be cancelled once they have been processed by us. Please refer to Clause 8.2 (i) above.

(iii) International Payments can be carried out via the Services from one of your Accounts to make payments in other currencies listed via the Services, or in Sterling to another account outside the UK. The Account to be debited should be selected from the drop down box displayed via the Services. The User can choose to insert a narrative that will appear on the statement for the Account to be debited. To create an International Payment the User will need to input the following details:

- If you require the payment to be sent on an urgent basis, select the 'Urgent' check box;
- The name of the beneficiary selected from your beneficiary list or beneficiary name, beneficiary address and IBAN or the swift number (BIC), Account Number, Bank Code, Bank Country, Bank name and Bank Address to which the funds are to be paid;
- Purpose of Payment - This information must be entered, for example wages, payment for goods and services; and
- The amount of the payment and select the currency of the payment from the currency drop down. When the amount is entered and the currency is selected a currency quote and a Live Exchange Rate will be displayed. (See section on Live Foreign Exchange Rates for more information).

A User can create an International Payment, however, the instruction will not be actioned until the Payment Authoriser has approved the payment. The Payment Authoriser consents to the payment being made via the Services by use of the Requested Code. Normally International Payments cannot be cancelled once they have been processed by us. Please refer to Clause 8.2 (i) above.

8.14 The Bank is 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.

8.15 If your payment is returned to us for any reason, we will convert it back into the original currency using our relevant Standard Exchange Rate at the time we convert it back. Our relevant Standard Exchange Rate may be different from the rate we originally applied to your payment and may mean the amount added back to your Account could be less, or more, than the original amount of the payment. We are not responsible for any loss you might suffer as a result of movement in foreign exchange rates in these circumstances.

## 9. Third Party Provider Access

### Making payments through a payment initiation service provider

9.1 If you can make payments from your Account through iBusiness Banking, you will be able to initiate payments through certain third party providers (for example, if you are making a purchase online you may be provided with an option to pay directly from your bank account instead of using a debit card or credit card). In these circumstances, if you choose to pay directly from your Account you will be doing so via a third party provider. It is for a third party provider to obtain your explicit consent to initiate a payment this way.

A User's right to give explicit consent to the third party provider to initiate a payment must be assigned by your Local Administrator.

You will need to use your iBusiness Banking Access Codes Procedures and Security Devices to authenticate yourself to us in order for the payment to be initiated. The Terms and Conditions for use of iBusiness Banking will apply including any applicable limits, signing instructions and Cut-off times. Where payments from your Account are initiated by third party providers, we will consider the payment instruction to have been received when the third party provider sends us the final instruction (even if you have authorised the payment earlier). If you wish to amend or cancel a payment initiated through a third party provider, you must follow the third party's providers procedures as well as ours as outlined at clause 8.2 of these Terms and Conditions.

### Authorising an account information service provider to access your Account via the Services.

9.2 If you can access your Account through iBusiness Banking (even if you have view only access and are unable to make payments from your Account online) you will be able to permit a third party provider known as an account information service provider to obtain information on your Account. An account information service provider may offer its services to you through a website. A User's right to give explicit consent to the third party provider must be assigned by your Local Administrator. You will need to use your iBusiness Banking Access Codes Procedures and Security Devices to authenticate yourself to us in order for the account information service provider to obtain information on your Accounts. After you have provided your consent to the account information service provider to obtain information on your Account(s) and authenticated yourself to us the account information service provider will have the ability to obtain information on your Account for a period of time as confirmed to you when you authenticate yourself to us, without requiring your further consent and authentication each subsequent time they seek to obtain information on your Account in that period, unless you or we have revoked the account information service provider's access.

9.3 If you have a joint Account which is accessible online each Account holder who has online access to that Account will have the ability (subject to having this right assigned in accordance with clause 9.2 above) to consent to an account information service provider accessing the Account online and obtaining information on that Account, without being required to gain the consent of any of the other Account holders.

9.4 You may revoke an account information service provider's access to your Account either directly through the account information service provider in accordance with any procedures they may have advised you of and/or through us. You can revoke an account information service provider's access to your Account through iBusiness Banking or by contacting a Customer Service Adviser. Please refer to Section 2 'Contacting Us'.



## Type of International Payments and Cut-off Times

These payments can only be sent for processing through iBB between 8.00am and 4.00pm and will be subject to the currency cut-off time. This cut-off time will be displayed on screen in the payment journey.

Payment type	Payment description	Maximum payment execution time
Account Transfer FX	This payment option allows for transfers between your own Accounts involving a foreign currency within the same AIB jurisdiction.	Immediate
SEPA Credit Transfer	This is a Euro payment made using the SEPA system.	Next Business Day dependent on the beneficiary bank's ability to apply the funds.
Non-urgent International Payment	An International Payment is a payment which includes a foreign currency in the transaction and/or is to the credit of an account located outside the United Kingdom.	Two Business Days dependent on the beneficiary bank's ability to apply the funds, Cut-off times are dependent on the currency selected.
Urgent International Payment	An International Payment is a payment which includes a foreign currency in the transaction and/or is to the credit of an account located outside the United Kingdom.	Same Business Day or next Business Day dependent on the currency selected, the debit account currency and beneficiary bank's ability to apply the funds, Cut-off times are dependent on the currency selected.

9.5 We will only revoke an account information service provider's access to your Account during the period they are authorised to access your Account if we have reason to believe the account information service provider's access to your Account is unauthorised or fraudulent or if we become aware that the account information service provider is no longer authorised and/or registered by the FCA or other European regulator.

9.6 Where applicable, we will try to contact you before we take a decision to revoke access, but it may not always be possible for us to do so. Please refer to Section 2 'Contacting You' for the ways in which we can communicate with you. Where we are able to we will give you our reasons for revoking access.

9.7 If after we have revoked an account information service provider's access to your Account and the reasons for suspending their access are no longer in existence, we will restore that account information service provider's access to your Account for the remainder of the period of access. If we restore an account information service provider's access in these circumstances the original period of access will not be extended by the period of time the account information service provider's access was suspended.

### Card Based Payment Instrument Issuers (CBPII)

9.8 You may be able to permit a third party provider known as a card based payment instrument issuer (CBPII) to perform an availability of funds check on your online Accounts. A CBPII may offer its services to you through a website. If you agree to a CBPII accessing this information, you will be taken to an online platform which is controlled by us. You will need to use your iBB Security Details at this stage to authenticate yourself to us and provide your explicit consent to us in order for the CBPII to perform an availability of funds check (by way of a "Yes/No" answer only) on your Accounts. At no stage will the CBPII have access to the actual balance of your Accounts.

After you have provided your explicit consent and authenticated yourself to us, the CBPII will have the ability to complete future availability of funds checks when you ask them to do so, or until you have revoked the CBPII's access directly with us. You can withdraw your explicit consent at any time through Online Services.

## 10 Live Foreign Exchange rates for iBB Payments

- (i) If you ask us to make a payment on iBB which requires a currency conversion, we will make available to you details

of a live foreign exchange rate. Our live foreign exchange rates are dynamic and change frequently based on global foreign exchange markets.

- (ii) Live foreign exchange rates are available during the times set out in the International Payments table above and on the iBB International Payments page which can be found in iBB by selecting the Payment Information tab. You will be able to find the rate applied to the payment in Transactions Details within your Payment Logs.
- (iii) In some circumstances (other than those referred to in 10(ii) above), a live foreign exchange rate will be unavailable (including during times of system outage). In these instances, we will apply our Standard Exchange Rate in line with your International Payments terms and conditions. For more information, please refer to the iBB International Payments page.
- (iv) Where we provide you with details of a live foreign exchange rate, upon your final authorisation you can ask us to make your payment using the rate displayed at the point of authorisation. If we are unable to make your payment for any reason, including where a live foreign exchange rate is no longer available, you will not receive an on screen confirmation message. If we accept your request you will receive an on screen message that your payment has been successfully authorised. You will be able to find the rate applied to the payment in the Transaction Details within your Payment Logs. Until we provide this confirmation to you, we have not agreed to make your payment.

## 11. The Fees and Charges for the Services

11.1 The Customer agrees to pay to the Bank such fees and charges as the Bank may apply for the provision of the Services. The Bank reserves the right to vary the basis of existing fees and charges for the Services at any time by giving the Customer not less than two months prior written notice. Details of fees and charges which will have been provided to you with these Terms and Conditions and are also available on request from the Bank or on our Website.

11.2 Fees and charges in relation to the Services are payable in addition to the fees or charges which may be payable under the Terms and Conditions and pricelist relating to the Account.

11.3 The Customer authorises the Bank to debit the amount of all fees and charges incurred by the Customer for the Services to the nominated account or, in the absence of a nominated Account, such of your Accounts as the Bank may in

its discretion think fit, even if that causes the relevant Account to become overdrawn.

## 12. Liability

12.1 To the extent permitted by law and except as otherwise set out in these Terms and Conditions we shall only be liable to you for delay, mistake or omission on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction together with any related interest and charges. We shall not be liable to you for any other claims, demands, losses, cost, liability or expenses (including legal costs). For the avoidance of doubt we shall not be liable to you for any indirect, consequential, special or economic loss or damage as a result of any delay, mistake or omission on our part or that of our agent(s) in carrying out your payment instruction. This clause does not affect your rights under the Payment Services Regulations, or any other law, relating to unauthorised transactions or incorrectly executed transactions (for example, instructions not followed correctly or transactions not carried out properly).

12.2 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.

12.3 Notwithstanding any other provision of the Agreement, including the other sections in this Condition 12, we may, at our discretion, monitor a payment instruction issued in respect of the Accounts, for whatever reason, and/or verify a payment instruction which may delay the processing of that instruction. We will not be liable to you or any third party for any loss arising as a result of our exercising or not exercising this discretion.

12.4 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 Regulations 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.

12.5 If we are prevented (directly or indirectly) despite all efforts to the contrary from carrying out any of our obligations under these Terms and Conditions because of:

- (i) a fault which has happened in any system used to carry out a transaction;
- (ii) an industrial dispute (for example, a strike);
- (iii) anything outside our or our agents' or subcontractors' control;
- (iv) any corruption of data, any breakdown, interruption or errors caused to your software or hardware as a result of using the Services.
- (v) any action or inaction taken by or against the Bank as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of the Services;
- (vi) any failure by you to use the Services in accordance with the Agreement or your misuse or abuse of the Services;
- (vii) our failure to act in accordance with any instruction or authorisation from you where there are insufficient funds in the relevant Account to complete a transaction or, if the transaction is made, would result in any applicable limits being exceeded; or

- (viii) 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.

12.6 For the avoidance of doubt, if the Customer is a Direct Debit Originator under the Direct Debit Guarantee Scheme, the Bank shall be entitled to the benefit of the Direct Debit Indemnity given by the Customer to the Bank in relation to the Direct Debit Guarantee Scheme. The Agreement shall not operate to deprive the Bank of the ability to rely on the terms and conditions of the Direct Debit Guarantee Scheme.

12.7 The Direct Debit Guarantee Scheme is solely a method of collecting funds, and the Bank is not responsible for any underlying contracts between the originator and the payer.

12.8 We do not make any representations or warranties to you about the Services 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 the Services.

12.9 Delays may occur and your payment may not reach the beneficiary if the Bank, or HSBC Bank plc, or any other intermediary bank involved in the processing of the CHAPS payment cannot satisfy its own security and compliance requirements regarding your CHAPS request. We may contact you in order to authenticate the CHAPS payment instruction, prior to processing it.

## 13. Representation and Warranty

If the Customer is a company, the Customer hereby represents and warrants to the Bank that the Customer is entitled and authorised to enter into the Agreement, that the provisions of the Agreement constitute legal, valid and binding obligations on the Customer, do not contravene the Customer's Memorandum and Articles of Association, any other constitutional documentation, or any other governing authority, nor do they constitute a breach of any agreement or other instrument which is binding on the Customer.

## 14. Termination

14.1 The Bank may terminate the Agreement on giving two months notice in writing to the Customer. The Customer may terminate this Agreement at any time by notice in writing to the Bank.

14.2 The Bank may immediately terminate the Agreement without notice in the following circumstances:

- (i) Upon any breach by the Customer of this or any other agreement with the Bank;
- (ii) If the Customer is declared bankrupt, gone into liquidation or enters into a voluntary arrangement with its creditors;
- (iii) In the event that the Customer is a company deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any amendment thereto, or if an encumbrancer takes possession of, or receiver (or administrator as appropriate) or trustee is appointed over any of the property or assets of the Customer, or any other similar action and consequence is taken against or suffered by the Customer, or insolvency proceedings (voluntary or otherwise) are instituted in relation to the Customer;
- (iv) On the happening of any event of default in relation to any credit or other facility afforded by the Bank to the Customer;
- (v) Upon death or dissolution of the Customer;

- (vi) If the Customer ceases, or threatens to cease to carry on business;
- (vii) If any representations, warranties or statements made by the Customer to the Bank in connection with the Services are breached or are untrue in any material respect;
- (viii) If the Customer commits any serious or repeated breaches of these Terms and Conditions; or
- (ix) To enable the Bank to comply with any law, regulation, code or good practice.

14.3 Notwithstanding anything otherwise stated in this Agreement, the Bank reserves the right to immediately suspend or withdraw provision of the Services or withdraw the Access Codes Procedures and Security Devices (without incurring any liability to the Customer) in the following circumstances:

- (i) In the event of breakdown, error, defect or malfunction of any part of the Services;
- (ii) If the Bank has any suspicion that any Access Codes Procedures and Security Devices have or may have been disclosed to or used by any unauthorised person;
- (iii) If the Bank believes that the Services are being used illegally or fraudulently; or
- (iv) If the Bank in its absolute discretion thinks there is a security issue or other exceptional circumstances exist.

14.4 There will be no refund of any fee or charges on termination of the Agreement and any amount for which the Customer is liable on the date of termination shall become immediately payable on that date. Any termination of the Agreement is without prejudice to the Customer's continued liability for any outstanding indebtedness.

14.5 The Bank reserves the right to process or cancel any transactions in progress on termination of this Agreement or on suspension or withdrawal of the Services. The Bank is not responsible for any loss the Customer may incur as a result of any payments not being processed as part of the Services after termination of the Agreement or after suspension or withdrawal of the Services.

## 15. Variations

15.1 The Bank reserves the right to alter the Agreement at any time. Any such alteration shall be effective two months after the date of the notice of such alteration issued to the Customer (unless otherwise specified by the Bank). Unless we hear otherwise from the Customer during the notice period, we will assume that the Customer is happy to accept the altered Terms and Conditions. If the Customer is not happy, the Customer has the right to end this Agreement with us. At any time up to two months from the date of the notice, the Customer can, without notice, terminate this Agreement without having to pay any extra charges for doing this.

15.2 If the Customer wishes to alter any of the details in the Application Documents, any such alteration shall be effected at the Bank's discretion, subject to receipt by the Bank of documentation in such form as the Bank may direct or require signed by the authorised signatory or signatories appointed in the Customer's Application Documents.

## 16. Notices

16.1 Unless otherwise provided in the Agreement, any notice required to be given by the Customer to the Bank in connection with the Agreement shall be given in writing and sent by post addressed to the Bank at Business Channels, Allied Irish Bank (GB), 202 Finchley Road, London NW3 6BX

16.2 Subject to applicable law, the Bank may contact the Customer in person, by phone (including text message or by our interactive voice response telephony system), post, hand delivery, by fax, by email or online (for example, via message facility available through the Services or similar system) or by other electronic means, to the address that we have on file.

## 17. Intellectual Property

The Customer acknowledges that the Customer does not acquire any intellectual property rights in materials to which the Bank gives it access for the purposes of the Services save the personal non-exclusive and non-transferable right to use them as set out in this Agreement. The Customer shall not transfer, assign, sub-licence, delegate or dispose of, in whole or in part, the Customer's licence to use such materials, and ownership of the materials shall at all times remain with the Bank and/or its third party supplier.

## 18. Severance

If any of the provisions of the Agreement is held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, the validity and enforceability of the remainder of the provision in question and of other provisions shall not be affected by that provision but shall continue in full force and effect.

## 19. Waiver

The waiver by the Bank of a breach or default of any of the Terms and Conditions 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 the Bank's part to exercise or avail of any right, power or privilege that the Bank has or may have, operate as a waiver of any breach or default by the Customer.

## 20. Data Protection Notice

We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions section or our contact details at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You can also ask for more details at your local branch.

### 1. Who we are

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes AIB (NI), Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct, and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

We share your information within AIB Group to help us provide our services, comply with regulatory and legal requirements, and improve our products.

### 2. Data Protection Officer

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at [UKDPO@aib.ie](mailto:UKDPO@aib.ie) or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., 92 Ann Street, Belfast, BT1 3HH.

### 3. How we collect information about you

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

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 or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or service goes ahead.

### 4. How we keep your information safe

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

### 5. How long we keep your information

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

### 6. Meeting our legal and regulatory obligations

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

### 7. Consent

Sometimes we need your consent to use your personal information. With direct marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new products and services. If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect

and what we use it for. You can remove your consent at any time by contacting us.

### 8. How we use your information

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information and remove any names. We do not share information in these reports that can identify you as a customer, such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

### 9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it

to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

Further details of the CRA's and fraud prevention agencies, and how they process your information can be found at our websites.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside the UK.

## 10. International transfers of data

We may transfer your personal information outside of the United Kingdom (UK) and the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the UK and EEA to these transfers and the use of the information, to ensure your rights are protected.

## 11. Your personal information rights

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by calling into a branch, using our social media channels, phoning or writing to us. Further information and our contact details are available on our websites at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection)

We can help you with:

*Accessing your personal information:* You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

*Updating and correcting your personal details.*

*Removing consent:* You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

*Restricting and objecting:* You may have the right to restrict or object to us using your personal information or using automated decision making.

*Deleting your information (your right to be forgotten).* You may ask us to delete your personal information.

*Moving your information (your right to Portability).* Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information.

## 12. Making a complaint

If you have a complaint about the use of your personal information, please let a member of staff in your branch (or service outlet) 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.

You can also contact the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)

## 13. Updates to this notice

We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You will also find a copy on display at your local branch, or you can ask us for a copy.

## 21. Making a complaint

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) 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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, if you disagree with the final response we have given you in relation to a complaint about an account opened with us online or a service taken from us online, you may use the online dispute resolution platform, which is available on [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr) to refer the matter to the Financial Ombudsman Service.

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.

## 22. Jurisdiction

The Agreement is governed by and construed in accordance with the laws of England and Wales. For the Bank's benefit the Customer agrees to submit to the jurisdiction of the Courts of England and Wales in relation to any claim or proceedings under the Agreement. The Customer further irrevocably submits to any other jurisdiction (at the Bank's sole discretion) in which the Customer has assets or in which the Customer conducts its business and waives any objection to any claim that any suit, action or proceedings have been brought in any inconvenient forum.

## 23. Language

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

## 24. Effective Date

These Terms and Conditions are effective from **25th January 2025**.



Protected



Information correct as at November 2024

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