

# Business Debit Card

Application Form



**AIB**

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# Applying for the AIB Business Debit Card

## Who can apply for the Business Debit Card?

The Business Debit Card is available to Authorised Signatories on Business Current Accounts, where the signing instruction on the Account Mandate is 'any one to sign'. If you are eligible to apply for the Business Debit Card please follow the steps below.

Before you complete the application form we recommend that you read the Debit Card Terms and Conditions of Use and the Data Protection Notice - Use of Information. If you have any questions on the Business Debit Card or on the application form please contact your Relationship Manager or your AIB branch.

### Step 1

You, the business, must complete Section A and you are referred to as the Account Holder throughout the Application form. This section gives us details about the business and the account number that you want the card(s) ordered on.

### Step 2

Section B must be read and signed by the individuals referred to as Authorised Users for whom you are requesting a card.

### Step 3

Section C - *(This section is NOT required to be completed by Partnerships, Limited Partnerships (where the General Partner(s) is an individual(s)), Sole traders or Trusts (where the trustees are individuals); please go to Step 4)* The resolution must be read and certified by the individuals as outlined in Section C.

### Step 4

Section D - This section must be read and signed by the individuals as outlined under the heading 'Who Can Sign?'. If Section C was completed the individuals who signed the certification must also sign this section.

### Step 5

Please return your completed application form to your Relationship Manager or your AIB Branch.



# AIB Business Debit Card - Application Form

## How to complete the form

1 Please use a **BLACK** pen

2 Mark boxes **like this**  If you make a mistake, **do this**

3 Please use **BLOCK CAPITAL LETTERS** and leave **one space between each word**  A  2

Please use BLOCK CAPITALS and indicate with a ✓ where appropriate. Sections marked with an \* are mandatory and must be completed in full. Please return the completed form to your AIB Branch.

### \*Section A (i) Business Customer Details – Account Holder

Business Type\*:

Sole Trader

Company

Incorporated Society

Partnership

Unincorporated Entity (Club/Association/Charity)

Limited Partnership

Trust

Registered Business Name: (BLOCK CAPITALS) (where applicable)

Trading Name: (if different to Business Name) (where applicable)

Company/Incorporated Society Registration No: (if applicable)

### (ii) Business Current Account Details - The Account - This is the bank account that the Business Debit Card will be issued on.

Account Name:

IBAN\*:

Branch Address:

## Data Protection Notice - Use of Information

### How we use your information at AIB

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

### Who We Are

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

### How We Collect Information about You and Your Consent

We collect personal information, for example when you open an account; make a deposit; apply for a loan; use your credit or debit card; or look for advice about your investments. We will also collect information from others, such as credit bureaus (like the Irish Credit Bureau), or through our website, apps, social media sites, community based discussion forums and CCTV footage. We will sometimes record phone conversations to improve security, resolve complaints, improve service and train our people. We will always let you know when we are recording our calls with you.

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

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

### How We Keep Your Information Safe

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

### What We Use Your Information For

#### *Offering and Managing Your AIB Products and Services*

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

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

#### *Developing Our Relationship – Marketing and Customer Experience*

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

We will also use the information we have gathered on you to personalise your experience on digital media such as websites, apps, ATMs, social media sites, mobiles and tablet devices. This

may include giving you product and service content we believe might be of interest to you.

#### *Data Analytics – Using Information in Our Business*

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

### Our Legal Obligations

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

### Your Information and Third Parties

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

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

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

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

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

### Accessing and Managing Your Information

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

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

**\* Section B - Must be completed by the Authorised User(s)  
Authorised User(s) of the Business Debit Card**

**NOTE:** Each Authorised User must be an authorised signatory on the Account and must be permitted to effect transactions on the Account alone, this means that the mandate on the Account must be 'any one to sign'.

**Authorised User name: (BLOCK CAPITALS)**

**Name of the individual to appear on the Card - maximum of 21 characters**

**Authorised User confirmations and signature:**

- I agree that I will use the Business Debit Card solely for the business purposes of the Account Holder and I confirm that I have received, read and accept the Debit Card Terms and Conditions of Use.

**Authorised User's signature**



**Date of Birth**      Day      Month      Year  
  /   /

**Authorised User name: (BLOCK CAPITALS)**

**Name of the individual to appear on the Card - maximum of 21 characters**

**Authorised User confirmations and signature:**

- I agree that I will use the Business Debit Card solely for the business purposes of the Account Holder and I confirm that I have received, read and accept the Debit Card Terms and Conditions of Use.

**Authorised User's signature**



**Date of Birth**      Day      Month      Year  
  /   /

**Authorised User name: (BLOCK CAPITALS)**

**Name of the individual to appear on the Card - maximum of 21 characters**

**Authorised User confirmations and signature:**

- I agree that I will use the Business Debit Card solely for the business purposes of the Account Holder and I confirm that I have received, read and accept the Debit Card Terms and Conditions of Use.

**Authorised User's signature**



**Date of Birth**      Day      Month      Year  
  /   /

## Section C

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### (i) Resolution

#### Who must complete this section?

- **ONLY (i) Companies (ii) Incorporated Societies (iii) Unincorporated Entities (Clubs/Associations) (iv) Limited Partnerships (where the only General Partner is a company) (v) Trusts (where the only Trustee is a company) complete this Section.**
- **Partnerships, Limited Partnerships (where the General Partner(s) is an/are individual(s)), Sole Traders or Trusts (where all of the Trustees are individuals) DO NOT NEED to complete this Section.**

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NOTE: Each Authorised User must be an authorised signatory on the Account and must be permitted to effect transactions on the Account alone, this means that the mandate on the Account must be 'any one to sign'.

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We certify that at a meeting of the Director(s)/Management Committee/Committee of \_\_\_\_\_ (the "Account Holder") OR, if the resolution is provided by a General Partner (who is a Company) of a Limited Partnership: We certify that at a meeting of the Director(s) of \_\_\_\_\_ the General Partner of the Limited Partnership, \_\_\_\_\_ (the "Account Holder")

Company/Incorporated Society Registration No.:

Held on: (DD/MM/YYYY)  /  /   
Day Month Year

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It was resolved:

(1) That AIB is requested to issue the Business Debit Card(s) in the name(s) of the individuals (the "Authorised User(s)"), named below, for use on the Account Holder's business current account in accordance with the Debit Card Terms and Conditions of Use, a copy of which was presented to the meeting.

**Authorised User name: (BLOCK CAPITALS)**

**Authorised User name: (BLOCK CAPITALS)**

**Authorised User name: (BLOCK CAPITALS)**

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(2) After careful consideration, those present at the meeting formed the view that the Business Debit Card(s) would be for the benefit of and conducive directly or indirectly to the business of the Account Holder and accordingly IT WAS RESOLVED that:

- (i) It is to the commercial advantage and in the best interests of the Account Holder to avail of the Business Debit Card;
- (ii) All of the Debit Card Terms and Conditions of Use are acceptable and are hereby approved;
- (iii) The individuals who will sign the certification of the minutes of the meeting which appears at part (ii) of Section C of the Business Debit Card Application form, a copy of which was presented to the meeting, are authorised to sign the declaration at Section D of the Business Debit Card Application Form;
- (iv) The Business Debit Card(s) shall remain in place unless and until it is/they are terminated by either the Account Holder or by AIB in accordance with the Debit Card Terms and Conditions of Use.

**(ii) Certification**

**We certify that the above is a true extract from the minutes of the meeting.**

**The individuals who sign this certification must also sign the Declaration in Section D**

**Signature 1\***

**Chairperson Name:** (BLOCK CAPITALS)

**Chairperson Signature:**

 

- **For Companies:** This must be signed by the Chairperson of the meeting at which the resolutions were passed (this person must be a director of the company)
- **For Incorporated Societies:** This must be signed by the Chairperson of the meeting at which the resolutions were passed (this person must be a member of the Management Committee)
- **For Unincorporated Entities:** This must be signed by the Chairperson of the meeting at which the resolutions were passed (this person must be a member of the Committee)
- **For Limited Partnerships (where the only General Partner is a company):** This must be signed by the Chairperson of the meeting at which the resolutions were passed (this person must be a director of the company)
- **For Trusts (where the only Trustee is a Company):** This must be signed by the Chairperson of the meeting at which the resolutions were passed (this person must be a director of the company)

**Signature 2\***

**Company Secretary/Director  
Society Secretary/ Member of the Management  
Committee  
Secretary of the Unincorporated Entity/Member  
of the Committee  
Name:** (BLOCK CAPITALS)

**Company Secretary/Director  
Society Secretary/ Member of the Management  
Committee  
Secretary of the Unincorporated Entity/Member  
of the Committee  
Signature:**

 

- **For Companies:** This must be countersigned by the Company Secretary (who must not be the same person as the first signatory) or another director of the company
- **For Incorporated Societies:** This must be countersigned by the Society Secretary, who must not be the same person as the first signatory, or another member of the Management Committee of the Society
- **For Unincorporated Entities:** This must be countersigned by the Secretary of the Unincorporated Entity, who must not be the same person as the first signatory, or another member of the Committee
- **For Limited Partnerships (where the only General Partner is a company):** This must be countersigned by the Company Secretary (who must not be the same person as the first signatory) or another director of the company
- **For Trusts (where the only Trustee is a Company):** This must be countersigned by the Secretary of the Unincorporated Entity, who must not be the same person as the first signatory, or another member of the Committee



**\*Section D**

**Declaration**

I/We apply to AIB to issue the Business Debit Card(s) in the name(s) of the Authorised User(s), details provided in Section B above, for use on the Account in accordance with the Debit Card Terms and Conditions of Use;

I/We confirm that I/we have received, read and accept the Debit Card Terms and Conditions of Use;

I/We request AIB to issue the Personal Identification Number(s) ("PIN(s)") for the Card(s) to the Authorised User(s);

I/We confirm that the nominated Authorised User(s) are also authorised signatories on the Account and are permitted to effect transactions on the Account alone;

I/We permit AIB to cancel the Card(s) if the mandate on the Account ceases to be 'any one to sign';

I/We understand that the Account Holder is liable for the payment of all Transactions carried out by the Authorised User(s) as if the transactions had been carried out by the Account Holder;

I/We understand that if any of the Authorised User(s) cease to be an authorised signatory on the Account that the Card(s) will remain in existence until cancelled by the Account Holder;

I/We understand that AIB may make enquiries that AIB deems necessary in connection with this application;

I/We understand that AIB reserves the right to decline this application without giving a reason and without entering into correspondence.

**Who can sign?**

- **For Partnerships:** To be signed by a minimum of two partners in the partnership;
- **For Limited Partnerships (where the General Partner(s) is an/are individual(s)):** To be signed by the individual General Partner(s);
- **For Sole Traders:** To be signed by the Sole Trader/sole business account holder;
- **For Trusts (where the Trustees are individual(s)):** To be signed by a minimum of two trustees of the Trust;
- **For all Companies, Incorporated Societies, Unincorporated Entities, Limited Partnerships (where the only General Partner is a company), Trusts (where the only Trustee is a Company):** To be signed by the individuals who signed the certification at part (ii) in Section C above.

<b>Name: (BLOCK CAPITALS)</b>	<b>Signature</b>	Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Name: (BLOCK CAPITALS)</b>	<b>Signature</b>	Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Name: (BLOCK CAPITALS)</b>	<b>Signature</b>	Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Name: (BLOCK CAPITALS)</b>	<b>Signature</b>	Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## Bank Use Only

**If the Account Holder Applicant is a Partnership, Limited Partnership (where the General Partner(s) is an/are individual(s)), Sole Trader, Trust (where the Trustees are individuals):**

- The mandate on the Account is 'any one to sign'
- I confirm that all mandatory fields (i.e. ALL Sections EXCEPT Section C) have been completed
- I confirm that the Account Holder Applicant has received a copy of the Debit Card Terms and Conditions of Use
- I confirm that the Authorised User(s) name(s) and signature(s) detailed in Section B match the name(s) and signature(s) of the authorised signatories on the account mandate held
- I confirm that the Authorised User(s) has signed their name, in the space provided, in Section B
- I confirm that a minimum of two signatures has been provided in Section D, EXCEPT for Sole Trader Applicants, or, in the case of a Limited Partnership, if the General Partner is a sole individual

**If the Account Holder Applicant is a Company, Incorporated Society, Unincorporated Entity, Limited Partnership (where the only General Partner is a company), Trust (where the only Trustee is a company):**

- The mandate on the Account is 'any one to sign'
- I confirm that all mandatory fields (i.e. ALL Sections) have been completed
- I confirm that the Account Holder Applicant has received a copy of the Debit Card Terms and Conditions of Use
- I confirm that the Authorised User(s) name(s) detailed in Section B match the name(s) of the Authorised User(s) named within the resolution in Section C on this application form
- I confirm that the Authorised User(s) name(s) and signature(s) detailed in Section B match the name(s) and signature(s) of the authorised signatories on the account mandate held
- I confirm that the Authorised User(s) has signed their name, in the space provided, in Section B
- I confirm that the individuals who signed the certification at (ii) in Section C match the signatories of the declaration at Section D

**Branch Staff Name**

**Staff ID**

**Signature**

**Date**

  Day  / Month  / Year

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

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

### Definitions

In these Conditions:

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

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

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

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

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

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

**Card** means any debit card issued by us to you or any Authorised User for the purpose of effecting Transactions on the Account pursuant to the terms of the Agreement including any virtual or digital representations of such cards registered in a Digital Wallet (a "Digital Card"). This incorporates all elements of that card, including, without limitation, the Chip and Card number. Where the context or provision so requires, reference to "Card" or "Cards" within these Conditions shall be limited to a physical debit card;

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

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

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

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

**Chip** means an integrated circuit embedded in a Card;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Transaction** means a transaction in which a Card is used by you to withdraw cash, make lodgements, make payments, (including through the use of a Digital Wallet), make or receive a Funds Transfer and/or access and use such other facilities or enhancements (including, without limitation, Self-Service Devices) as may be attached or added to the Card by us from time to time, and includes all other debits from and credits to your Account pursuant to the Agreement.

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

Any references to **“we”**; **“us”**; and **“our”** or **“Bank”** means Allied Irish Banks, p.l.c. and includes our successors and assigns.

Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland. The Central Bank of Ireland’s postal address is PO Box 559, Dame Street, Dublin 2. Our head office and registered office address is Bankcentre, Ballsbridge, Dublin 4. We are registered at the Companies Registration Office, under registration number 24173. Our VAT number is IE8E86432H.

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

### Looking after your Card and PIN

1. The Card is a debit card issued to you in respect of your Account. You can use the Card to withdraw cash, make lodgements, make payments, make or receive a Funds Transfer and/or access and use any such other facilities or enhancements as may be attached or added to the Card by us from time to time. The Card and PIN must only be used in accordance with these Conditions. Each Card is and remains our property and may, at any time, be cancelled, suspended, recalled or retained by us in accordance with the provisions of the Agreement.
2. You can authorise a Transaction by:
  - 2.1 use of your Card in conjunction with your PIN for point of sale Transactions, or Transactions using a Cash Machine;
  - 2.2 use of your Card for Transactions by mail, telephone, mobile phone or other portable device, internet or by use of a Secure System (including the use of your Digital Card through a Digital Wallet);
  - 2.3 using your Card and/or Device (upon which a Digital Card is registered) to effect a Contactless Transaction, where your Card and/or Device is enabled to effect a Contactless Transaction as set out in Condition 29;
  - 2.4 use of your Card and signature where the authorisation options listed above are not available.
3. You must:
  - 3.1 sign your Card as soon as you receive it using a ball point pen;
  - 3.2 exercise all reasonable care to keep your PIN and Secure System passcode secret, and your Card, your Security Details and any Devices secure at all times;
  - 3.3 tell us immediately if there is a change in your contact details that you have provided to us.
4. You must not:
  - 4.1 let anyone else obtain or use your Card, PIN, Security Details or Secure System passcode, or any other code allocated to you by us and/or subsequently chosen by you;
  - 4.2 disclose your Card number to anyone, except when carrying out a Transaction or to register or activate a Card for use in connection with a Digital Wallet or to report a Card lost, stolen or likely to be misused;
  - 4.3 let anyone else know your PIN, Security Details or Secure System passcode or any other code allocated to you by us and/or subsequently chosen by you or
  - 4.4 write or record in any other manner your PIN, Security Details, Secure System passcode or any other code allocated to you by us and/or subsequently chosen by you.

### Restrictions

5. A Card must not be used:
  - 5.1 if the Agreement is ended;
  - 5.2 after a Card has expired or been reported lost, copied or stolen or has been cancelled or suspended;
  - 5.3 in respect of a Digital Card, after that Digital Card and/or your account relating that Digital Card has expired or has been cancelled or suspended or any applicable Device in respect of which that Digital Card has been registered has been compromised, lost or stolen;
  - 5.4 at any Cash Machine abroad in violation of local regulations; or
  - 5.5 for any illegal purchase or purpose whatsoever.

### Cash withdrawals

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

### Third party charges

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

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

### Loss or misuse of a Card

11. You must exercise reasonable care and take all necessary steps to ensure the safety, security and confidentiality of your Card, PIN, Security Details and Secure System Passcode and any Devices. If you suspect that your PIN, Security Details or Secure System passcode has become known to someone else, or if your Card or any Device is lost, copied, stolen, used, or likely to be used, for a fraudulent or improper purpose, or in any unauthorised manner, you must contact us immediately. If you do contact us we may also request written confirmation and details of such notification. Any such request from us for written confirmation from you will not affect the validity of any action taken by us in response to your telephone call.
12. Notification of loss or theft of a Card or the compromise of its details or your PIN, Security Details or Secure System passcode will also be accepted by us from card protection service organisations.
13. By reporting a Card to us in accordance with Condition 11 you will be deemed to have thereby authorised us to cancel that Card (including any Digital Cards which have been stored or accessed on a reported Device). You agree that we are authorised to also cancel the Card following receipt by us of a notification in accordance with Condition 12. Once we have been notified in accordance with Condition 11 or 12 your Card must not be used again and any Digital Cards stored or registered in respect of a reported Device must not be used again. If found, your physical Card must be cut in two (through the signature box, magnetic strip and Chip) for security reasons.
14. If you use your Card as a Consumer, your liability will be limited to an overall limit of €75 for any losses incurred in respect of unauthorised Transaction(s) arising from the use of a lost or stolen Card or from a failure to keep personalised security features safe. However, you will be liable for the full amount of all unauthorised Transactions if:
- 14.1 you intentionally, fraudulently or with gross negligence failed to adhere to (i) the safekeeping and/or disclosure requirements of your Card, PIN, Security Details, or Secure System passcode; or (ii) the security requirements applicable to a Digital Card and/or Device as set out in the relevant Digital Wallet Agreement; (iii) any reasonable security requirements applicable to a Digital Card and/or Device as set out in the relevant Third Party Agreement; or
- 14.2 any Transactions were effected as a result of the breach of Condition 4.
15. In the event of notification in accordance with Condition 11 or 12 above you will co-operate with us and the relevant police authority in any investigation and give us and the police all information that is necessary to complete such investigation. You authorise us to inform any appropriate third party of the loss, theft or possible misuse of the Card and to give them such other information as we believe may be required.
16. If we suspect that a Card is being used improperly or fraudulently or in breach of the Agreement we may, without the Bank having any liability to you for so doing, decline to authorise any further Transactions on the Account until we have contacted you and satisfied ourselves in that regard. We will endeavour to contact you in accordance with the Contacting you section (Condition 71) or by SMS Message before we take a decision to decline authorisation of such Transactions, but you acknowledge and agree that it may not always be possible for us to so contact you before declining such Transactions. Should we contact you by SMS Message you may be asked to confirm a Transaction by sending us an SMS Message in reply. You hereby agree and authorise us to take such actions as we deem necessary, including suspending the Card. You agree that any contact by us is for the purposes of combating wrongdoing.

### Your Account

17. Statements will be issued to you in accordance with the Account Conditions.
18. The Card must not be used by you to create an overdraft on the general balance of the Account where no overdraft facility exists, and/or to extend an overdraft beyond that Account's then approved limit. We may debit your Account with all amounts and charges for which the Account Holder is liable as payer. Any amount or charge which the Account Holder is liable to pay as payee may be deducted from the payment amount or debited separately to the Account. We may debit the Account even if it causes it to be overdrawn. All our charges that may be payable by the Account Holder are available on our website [www.aib.ie](http://www.aib.ie), or at any AIB branch.
19. Where the Account is in joint names, the liability of the account holders shall be joint and several. Where the Account is in joint names, if the signing instructions governing the operation of the Account cease to be 'any to sign', we may cancel the Card(s) on the Account. See the Account Conditions for further particulars on joint accounts.

### Queries and disputes

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

21. Where a payee's bank is located outside the EEA and you wish to dispute a Transaction you must notify us immediately or within 60 days of the Transaction being debited to your Account.

#### **Cash Machine lodgements**

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

#### **Payment for goods and services and Funds Transfers**

23. Use of your Card is subject to the Bank's Transaction and daily limits as set by us (see Condition 7 above).
24. We may also place limits and restrictions on certain types of payment. These limits may be changed from time to time at our discretion without notice to you and may not be disclosed to you for security purposes.
25. The Account Holder will be liable to pay all sums that are charged to the Account in respect of or resulting from all Transactions, including where such Transactions are effected by telephone, mobile phone or other portable device, mail order, internet, PIN, Security Details, signature, by use of a Secure System, or by way of a Contactless Transaction or by using a Digital Wallet, even where such Transactions are effected in breach of the terms of the Agreement. You should therefore check the amount of every Transaction before you authorise it.
26. When carrying out a Cardholder not Present Transaction you may be asked to quote the full Card number, the expiry date and the 3 digit security code on the Card to the Merchant, and if required by that Merchant, to provide your name, address and telephone number.
27. You accept that electronic communications via the internet or SMS Message may not be secure and may be intercepted by unauthorised persons, or delivered incorrectly. Any such communications shall be at your risk.
28. Once authorised by you a Transaction cannot be subsequently revoked (whether or not a voucher is signed or PIN verified). Where you have authorised a Merchant to set up a continuous payment instruction on your Card and you wish to cancel it, you must send a written cancellation notice to the Merchant and keep a copy of the letter. Service of such a cancellation notice on a Merchant shall not constitute, or be deemed to constitute, service of any such notice on us.
- 28.1 When a Transaction is authorised by use of a Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Transaction was authorised by you.
29. You can use a Card (if it is enabled to effect a Contactless Transaction) and/or a Device (upon which a Digital Card is registered and enabled to effect a Contactless Transaction) to make purchases for small amounts without using the Chip and PIN and/or Security Details. When making a payment using your Card by way of a Contactless Transaction you must place your Card and/or a Device against the reader in the retail outlet. The Card and/or a Device as applicable will be detected and the payment is completed without you entering your PIN and/or Security Details. Occasionally, for your security, you may also be asked to enter your PIN and/or Security Details, so as to verify your identity. For Contactless Transactions over certain amounts, you may be asked to enter your PIN if you use your physical Card, or your Security Details if you use your Device. Details of these limits are available by contacting us. (Please note Condition 24 in this regard, some limits may not be disclosed for security purposes.) When a Transaction is authorised by way of a Contactless Transaction, the making of a payment using your Card by way of a Contactless Transaction in accordance with this Condition 29 will be regarded as conclusive evidence that the Transaction was authorised by you.
30. When a Transaction is authorised by the use of a Secure System the use of the Secure System will be regarded as conclusive evidence that the Transaction was authorised by you. Use of any Secure System by you is subject to the terms of use of the Secure System. If you do not comply with the Secure System terms of use when prompted (such as providing the one time passcode), or authentication through the Secure System service fails, we may not authorise the Transaction.
31. When a Funds Transfer is authorised by use of a passcode or any other authorisation procedure required as part of that service, the use of the passcode or procedure will be regarded as conclusive evidence that the Transaction was authorised by you. Use of any Funds Transfer service by you is subject to the terms and conditions of the Funds Transfer service.
32. The entries relating to a Transaction recorded in your Account are conclusive evidence that the Transaction occurred as so recorded.
33. The amount of any non-euro Transaction will be converted to euro at the rate of exchange applicable on the date the Transaction is debited to your Account in accordance with the procedures of the applicable Scheme. Accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by the Scheme. For Transactions in EEA countries we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to your Account. In addition to the fees and charges referred to in Condition 34 you may also be charged a fee by the local bank which processes the Transaction.
- 33.1 When you make a Transaction using your Card, the balance on your Account will usually be reduced immediately by the amount of the Transaction. In some cases a Merchant (for example a self-service petrol station) may obtain a specific authorisation for a larger or different amount than you authorised before submitting your Transaction. This may affect the account balance and the funds available to you. We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.

#### **Fees and charges**

34. Fees and charges apply to the use of the Card. Details of those fees and charges can be obtained from any of our branches or our website [www.aib.ie](http://www.aib.ie). Such fees and charges will be debited directly by us to the Account. In addition, you may also be subject to fees and charges related to the use of a Digital Wallet under the Third Party Agreements. You are solely responsible for the payment of these fees and charges.
35. We may from time to time alter such fees and charges and introduce new fees and charges. Such a variation will be notified to you in accordance with Conditions 54 to 57 inclusive.

36. All stamp duties and government levies payable in respect of your Card are the Account Holder's liability and we will debit the amount of same to your Account.

#### **Issue of new Card**

37. New Cards may be issued by us to you from time to time without the need for completion of a further Card Application. We may not issue a new Card if you have not used your Card in the preceding 12 months. We will not issue a new Card if:
- 37.1 the Account Holder has requested, not less than 30 days before the renewal date on the current Card, that we do not issue any new Card;
  - 37.2 we have decided not to issue a renewal or replacement Card.
38. Following the request of the Account Holder, we may issue additional Cards on the Account (or in the case of a body corporate, any Card) for use by a person nominated by you (an "Authorised User"). Any such agreement on our part is at our absolute discretion, and we are entitled to decline such requests without any obligation to explain the reasoning for our decision, or any liability to you. Each Card requires a separate PIN. There is no obligation on us to provide this service. These Cards, where issued, will be issued subject to these Conditions. It is the responsibility of the Account Holder to furnish the Authorised User with a copy of these Conditions. The Account Holder must ensure that the Authorised User complies with these Conditions and any subsequent amendments or replacement Conditions. If the Authorised User ceases to be an authorised signatory on the Account, the Card will remain in existence unless/until cancelled by the Account Holder. If the signing instructions on the Account cease to be 'any to sign' we may cancel the Card on the Account.
39. We will cancel any additional Card at any time if you request this, in which case the additional (physical) Card must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and all applicable Digital Cards related to the Card must be deleted or unregistered.
40. By requesting an additional Card the Account Holder thereby also authorises us to pass on information about the Account and Card Transactions to any Authorised User by electronic or other means. By accepting an additional Card an Authorised User authorises us to pass on information about Transactions effected by use of the additional Card (including any Digital Cards related to the Card) to the Account Holder by electronic or other means. However, no amendments to the Account details will be accepted from an Authorised User.
41. The Account Holder is liable for the payment of all Transactions carried out by an Authorised User as if the Transactions had been personally carried out by the Account Holder.

#### **Termination**

42. The Agreement shall continue until ended by either the Account Holder or by us in accordance with the terms of the Agreement. The Account Holder may at any time end the Agreement by giving notice in writing to us, cutting all cancelled physical Cards in two (through the signature box, magnetic strip and Chip) and deleting or un-registering all applicable Digital Cards related to the Card.
43. We may immediately suspend or block any Card, end the Agreement, cancel any Card and/or refuse to issue or replace any Card if any of the following occur:
- 43.1 you become bankrupt or enter into a voluntary arrangement with your creditors;
  - 43.2 you cease trading;
  - 43.3 if you are a company and if a petition is presented for the appointment of an examiner or liquidator or, an examiner or liquidator is appointed, or, a receiver is appointed over any part of the company's property or undertaking, or, notice is received of a creditors' meeting or, if a meeting is convened for the purpose of considering a resolution or a resolution is passed for the winding up of the company;
  - 43.4 you are no longer, in our opinion, able to manage your financial affairs;
  - 43.5 you die;
  - 43.6 any representation, warranty or statement made by you to us is or becomes, in our opinion, untrue in any material respect;
  - 43.7 you commit any serious or repeated breach of the Agreement;
  - 43.8 you are in breach of any other agreement with us;
  - 43.9 it becomes unlawful for you to continue to have a Card;
  - 43.10 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 43.11 you use your Account or your Card for any unlawful or other inappropriate purpose;
  - 43.12 for any reason the Agreement becomes unenforceable or void;
  - 43.13 any form of attachment order is made against you;
  - 43.14 judgement is obtained against you and remains unpaid for a period of fourteen days from the date of such judgement; or
  - 43.15 on a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest.
- Subsequent to suspending and/or blocking the Card we will provide you with notice of such suspension. During the time the Card is suspended and/or blocked, we may end the Agreement, cancel any Card and/or refuse to issue, renew or replace any Card by giving you two months notice. When we give you two months' notice, you must cut all physical Cards in two (through the signature box, magnetic strip and Chip) and delete or un-register all related Digital Cards.
44. In addition to the above, we may also terminate the Agreement for any reason by giving you two months' notice. Once the Agreement is terminated you must cut all physical Cards in two (through the signature box, magnetic strip and Chip) and delete or un-register all related Digital Cards.
45. If your Account is closed, you must immediately pay all sums owing on your Account (including making allowances for items not yet presented), and return all Cards and cheque books issued in respect of it. Interest, fees, charges and all government levies and stamp duties will be charged up to the date on which we cease providing services to you on the Account. Notwithstanding

any closure of your Account you will remain liable for any amounts payable from your Account in accordance with the terms of the Agreement, and the terms of the Agreement will continue to govern our provision of all services to you necessary to effect the closure of your Account. If your Account is closed, your Card will also terminate and you will no longer be able to use your Card.

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

#### **Refunds**

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

#### **Third Party Agreements**

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

#### **General**

49. We shall neither be in breach of our obligations under the Agreement nor liable for any loss, damage or other liability suffered by you or any other person if we delay or fail to perform our duties and obligations to you because of circumstances beyond our reasonable control (including, but not limited to, acts of God, acts of terrorism, fire, acts of Government, war, civil commotion, insurrection, embargo, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, disruption in any energy or other supplies, labour disputes or the acts or omissions of our agents or any other third party).
50. The documents and records kept by us or on our behalf, whether on paper, microfilm, by electronic recording or otherwise, will, in the absence of manifest error, constitute conclusive evidence of any facts or events relied upon by us in connection with any matter or dealing in relation to the Account.
51. We are not obliged to grant or continue any additional facility or benefit made available to you which is not specified in the Agreement. Accordingly, any such facility or benefit may be varied or withdrawn by us without notice.
52. We may record or monitor phone calls between you and us for security and legal purposes.

#### **Variation of the Agreement and Conditions**

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

#### **Waiver**

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

#### **No liability for refusal of goods or services**

59. We shall not be liable for any loss you suffer due to our failure to perform our obligations under the Agreement where that failure arises because of anything outside our reasonable control. Any liability we do have in these circumstances will be limited to your direct loss caused by any such failure and shall, in any case, be no more than the amount of the relevant Transaction (where you have lost that amount), plus interest and any relevant fees.
60. We shall not be liable for any loss you suffer due to any person, supplier, Merchant or third party refusing to accept or honour, or delaying the acceptance or honouring, of any Card, Security Details or Secure System passcode, or any other code allotted to you by us and/or subsequently chosen by you, PIN, or for any loss or damage you may suffer as a result of the way in which any such refusal or delay is communicated to you or is otherwise published. For the avoidance of doubt this refusal extends to a refusal to offer a related service such as "cash-back", or any Cash Machine failing to issue cash.
61. In no circumstances shall we be liable for any increased costs or expenses, or for any loss of profits, business, contracts, revenues or anticipated savings or for any special, indirect, punitive, exemplary or consequential loss or damages of any nature whatsoever, loss of business or lost opportunities or loss of goodwill (including loss or damage suffered by you as a result of any action brought by a third party), even if such loss was reasonably foreseeable, or we had been advised of the possibility of you incurring such loss.



62. Nothing in the Agreement excludes or limits our liability to you for death or personal injury arising from our negligence or that of our subcontractors, agents and employees.
63. Save to the extent that we are unable under applicable law to disclaim such liability, we are not responsible for the delivery or condition of any goods and/or services paid for by a Card. We accept no liability for any loss or damage suffered in connection with any goods and/or services paid for by a Card.

#### **Severance**

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

#### **Governing Law & Jurisdiction**

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

#### **Copy Agreement and larger version**

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

#### **Language**

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

#### **What to do if you have a complaint**

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

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

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

#### **Contacting us**

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

For lost, stolen or misused cards telephone us, 24 hours a day, at: **1800 24 22 27** or (from outside Ireland) **+353 1 269 5022**.

For all other queries telephone us, 24 hours a day, at **(01) 269 5022** or (from outside Ireland) **+353 1 269 5022** or contact your local branch.

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

#### **Contacting you**

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

