



# Terms and Conditions governing iBusiness Banking (iBB)

Effective from 25th May 2018

## Terms and Conditions governing iBusiness Banking (iBB)

### 1. DEFINITIONS

In these Conditions:

**Access Codes, Procedures and/or Devices** means any codes, procedures and devices required from time to time for the purposes of access to and use of the Services. These currently include your 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), single use authorisation security codes generated by your Digipass using the "OTC" and "TDS" button functions (Digipass OTC codes and Digipass TDS codes) and each relevant originator identification number (OIN) provided by us to you.

**Account** means any account held by us in your name, whether in sole or joint names, and any other accounts held by you with any of our subsidiaries, or associated companies, designated by you and approved by us for the Services.

**Agreement** means these Conditions and the application documents, including any other additional terms and conditions that apply to your Account, the iBusiness Banking Application Form and such additional resolutions and documents as may be required by us and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, in relation to execution timeframes for a payment to an account with another financial services provider, is a day on which that financial services provider is also open for business.

**Cash Management Limit** means the maximum payment amount of all Users from all Accounts that can be transacted on the Services in a Business Day or non-Business Day. If you are part of a Group, then the maximum payment amount is from all (not each) of the Accounts held by the Group. This shall not take into account transfers between the Accounts of any one member of the Group (but will include a transfer between the Accounts of two Group members).

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

**Customer** means you, a Group Company and/or a Lead Company.

**Client Contact** means the individual appointed by you and who is so named, or named as a Customer Contact, on the application documents.

**File Download** means the facility which allows Customers to download statements and unpaid files for reconciliation purposes.

**File Format Specification** means the detailed information regarding how your Payment Files should be formatted.

**Group** means the Lead Company and the Group Companies.

**Group Company** means the legal entity identified as a "Group Company" on the application documents and which identifies the Lead Company as its Lead Company on the application documents.

**Lead Company** means the legal entity identified as the "Lead Company" on the application documents.

**Loss** means any loss, damages, charge, cost, payment or expense, including any loss, damages, charge, cost, payment or expense arising out of a claim by a third party.

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

**Payment Files** means those electronic payment services that we provide to you under the Agreement as part of the Services which are processed in accordance with the Single Euro Payments Area (SEPA) rules or any other applicable payment processing system including those associated with non-euro denominated transactions (and the rules governing such schemes), operated by certain financial institutions (including us) to transmit funds and payments between those financial institutions and/or the accounts of their customers. Full details of the countries within SEPA are available on our website [www.aib.ie](http://www.aib.ie).

**Payment Services Directive or PSD2** means EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended or replaced from time to time.

**Regulatory Duties** means the obligations, requirements, restrictions and other conditions under applicable law or regulation, including, but not limited to, any order or requirement of any court, government agency or other authority arising from and in connection with the execution, delivery and performance of the Services under this Agreement, the access to, the general use of as well as the permitted individual scope of use of, the internet, the issuance of instructions and the acting by a Lead Company on behalf of any other Group Company in connection with the Services.

**Requested Debit Date** means the date which you have instructed that we commence processing your payment instruction by debiting your account with the relevant sum. If the date which you have requested is a Non-Business Day, we will commence processing your payment instruction on the Business Day immediately following the requested date and will treat that date as the Requested Debit Date.

**Services or iBusiness Banking or iBB** means the electronic financial services which we have agreed to provide to you from time to time, including the means (for example, by access to any website) provided by us to you to enable you to access those services.

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

**Users** means each person appointed by you as a user (including the Local Administrator, appointed by you in the application documents and those persons subsequently appointed by the Local Administrator) 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.

Any reference to **"we"**, **"us"** and **"our"** means Allied Irish Banks, p.l.c. and includes our successors and assigns. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

Any reference in these Conditions to **"you"**, **"your"** or **"Customer"** includes your personal representatives and successors, and where appropriate, includes any joint Account holder or third party authorised to act on your behalf.

## 2. THIS AGREEMENT

2.1 These Conditions are supplemental to and should be read in conjunction with our terms and conditions that apply to your Account (the "Account Conditions") and both shall apply to your Account. Should there be a conflict between these Conditions and the Account Conditions, these Conditions shall prevail.

2.2 In particular and without prejudice to the generality of the application of the Account Conditions, where relevant, the Account Conditions and the File Format Specification contain information and provisions relating to:

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

2.2.2 execution timeframes;

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

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

2.2.5 interest and exchange rates;

2.2.6 variation of the Agreement; and

2.2.7 the language we will use to communicate with you.

2.3 Once we accept your completed application documents for the Services we and you will be subject to the terms and conditions of the Agreement.

2.4 You are granted a limited non-exclusive non-transferable license solely for your own internal use to refer to, bookmark or point to any page within the iBB, provided however, that all copyright, trade mark and other proprietary notices are left intact.

2.5 In the event of any conflict or ambiguity between any of the documents comprising the Agreement, these Conditions shall prevail.

2.6 In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or

re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

2.7 We and you acknowledge that other terms and conditions may also apply by agreement or by operation of law.

2.8 Copies of the Account Conditions and all other documents that constitute the Agreement may be obtained online at [www.aib.ie](http://www.aib.ie). If you would like a copy of these Conditions, please contact us using the contact details provided online at [www.aib.ie/ibb](http://www.aib.ie/ibb). Certain other documents that constitute the Agreement are also online at [www.aib.ie](http://www.aib.ie).

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

2.10 You acknowledge that entering the Agreement may subject you to a number of Regulatory Duties. You confirm that you have made your own independent investigation and assessment of such Regulatory Duties and that you have complied and will continue to comply with all such Regulatory Duties throughout the term of the Agreement. We do not assume responsibility for compliance by you with your Regulatory Duties and shall not be liable for any failure by you to do so. We shall be entitled to perform such acts or to make such adjustments to the Services as may be required in order to comply with the Regulatory Duties to which we are subject.

## 3. THE SERVICES AND HOW THE CUSTOMER SHOULD ACCESS AND USE THE SERVICES

3.1 We are authorised to issue or make available Access Codes, Procedures and/or Devices to you, the Users and your Client Contact as appropriate. It is very important that you do everything you reasonably can to make sure that access to your Account is safe and secure and that you follow the Conditions outlined in the Agreement. It is your responsibility to ensure that the Access Codes, Procedures and/or Devices are kept confidential and are kept securely by you and the Users at all times, particularly when not in use. You shall ensure that Users log out from the Services when not in use and/or when the computer is unattended.

3.2 For the avoidance of doubt, you, your Users and/or Client Contact are not permitted to share Access Codes, Procedures and/or Devices with anyone, whether directly or indirectly except for the purposes of Condition 8.

3.3 We will make information regarding the Services available on screen to you before you begin to make use of the Services. We will provide the Services to you in the manner and for the purposes set out in the Agreement.

3.4 You are solely responsible, without limitation, for selecting, appointing and ensuring the suitability and integrity of the Users and in particular, your Local Administrator(s) who 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. You are 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.

3.5 It is your responsibility to make sure that you and the Users comply with the local laws or regulations in any jurisdictions in which the Users access the Services.

3.6 When using the Services both of us agree that neither of us will attempt to rely on any terms and conditions relating to the Accounts if to do so would be an attempt to deny or dispute the validity of your instructions or authorisations relating to or issued through the Services. Both of us agree that the instructions and authorisations given through the Services shall be treated as satisfying any legal requirements for communication in writing.

3.7 We will take all reasonable steps to make sure that the Services are provided to you in an efficient and timely manner. You hereby agree that we can temporarily suspend provision of and access to the Services or can withdraw any of the Access Codes, Procedures and/or Devices (without incurring any liability to you) in the event of breakdown, error, defect or malfunction of any part of the Services, where we in our absolute discretion are of the view that there is a security issue or that you have failed to comply with your Regulatory Duties. We may, in certain circumstances decline to process any transaction where the Access Codes, Procedures and/or Devices do not appear to be attributable to the relevant User or where the instructions do not relate to an Account. Where we do so, we will notify you in accordance with your Account Conditions. The Services, Access Codes, Procedures and/or Devices will remain blocked until we are satisfied that they can be unblocked. You may contact iBB Customer Support team to request that they be unblocked or reset (our contact details are provided on our website, [www.aib.ie/ibb](http://www.aib.ie/ibb)).

3.8 You acknowledge and agree that we cannot guarantee that the Services will be free from interference by third parties or will be private and confidential. Your access and use of the Services are at your own risk. You are responsible for ensuring that you procure and keep your equipment, support, internet access and software used to access and use the Services well-maintained and secure, including, in particular, but without limitation by use of firewalls, by use of anti-virus 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 liable for any Loss arising from any act or omission by you, a third party or by us. You will comply with any additional security requirements notified to you in accordance with the terms and conditions of this Agreement and will ensure that your security standards are sufficient in all respects to prevent:

3.8.1 individuals other than a User from accessing the Services;

3.8.2 instructions being issued by an individual that is not a particular User, notwithstanding, where relevant, that such individual may appear from the Access Codes, Procedures and/or Devices used to be such User; and

3.8.3 where relevant, access to the Access Codes, Procedures and/or Devices by an individual other than a User.

3.9 You agree that provided our Access Codes, Procedures and/or Devices are used, we will take it that the instruction and/or authorisation was authorised by you or a User and we will assume that we are dealing with you or a User without any requirement to make any further enquiry. You will make sure that all instructions or authorisations given by the Users are clear, accurate, correct and complete, and that their use of the Access Codes, Procedures and/or Devices is in accordance with the Agreement.

3.10 You must immediately notify us by phoning iBB Customer Support (using the contact details provided on our website, [www.aib.ie/ibb](http://www.aib.ie/ibb)) if a User is to be cancelled or if you become aware that there has been a breach of security in respect of Access Codes, Procedures and/or Devices. We may,

in our absolute discretion, accept and act on any phoned cancellation notification without further enquiry as to the identity or authority of the caller. If we accept such phoned notice we will, as soon as is practicable, withdraw the notified User's Access Codes, Procedures and/or Devices and take any such action as we deem necessary. This action is without prejudice to the validity of any action taken by us on the basis of instructions or authorisations transmitted via the Services by that User before our withdrawal of the notified User's Access Codes, Procedures and/or Devices.

3.11 In any event, you must notify us as soon as possible (using the contact details provided on the iBB log in page) on becoming aware of the loss, theft or misappropriation of your Access Codes, Procedures and/or Devices 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. If there has been undue delay on your part in contacting us, you may be responsible for any resulting losses in respect of unauthorised payments you suffer.

3.12 You should check the transactions recorded on your Account online on a regular basis. Please contact us as soon as possible (using the contact details provided on our website, [www.aib.ie/ibb](http://www.aib.ie/ibb)) if you have any queries or you think you might not have authorised a payment.

3.13 If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered. We will normally consider that there has been undue delay on your part if you fail to notify us within 30 days after receipt by you of a statement or payment advice detailing the relevant debit to your Account or where a statement or payment advice is not issued to you, within 30 days of the relevant information being made available to you through our Services. In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay. You agree that you will assist and facilitate us in relation to any corrective steps proposed by us in relation to these matters and we may require you to provide written confirmation or further details.

3.14 You must carefully examine any information provided by us to you or by you to us through the Services. You must notify us immediately if you become aware of:

3.14.1 any failure or delay in either you or us receiving any authorisations or instructions through the Services;

3.14.2 any failure or delay in carrying out any payment or transfer of funds made or to be made through the Services;

3.14.3 any known or suspected error, misuse or fraud in or affecting the use of the Services;

3.14.4 any programming error, defect or corruption of the Services;

3.14.5 any incorrect information, including in respect of the Accounts, provided as part of the Services; or

3.14.6 any loss, misuse of, or breach of security or confidentiality in respect of the Access Codes, Procedures and/or Devices.

3.15 Access Codes, Procedures and/or Devices belong to us and must be returned immediately to us by you if we request you to do so if any of the circumstances set out in Condition 3.14 occur or if there is any other valid reason for us to request that you return them to us.

3.16 If a dispute arises regarding your use of the Services, you and any other Users must co-operate with us in our investigations. If there has been misuse or disclosure of Access Codes, Procedures and/or Devices you and any other Users



must give us all the information you or they have regarding the circumstances of that misuse or the disclosure of the Access Codes, Procedures and/or Devices. If we suspect that Access Codes, Procedures and/or Devices have been or might be misused, or disclosed, we can give the Gardaí any information they think is relevant. The records kept by us shall be prima facie proof for the purposes of resolving such dispute.

#### **4. GROUPS, GROUP COMPANIES AND THE LEAD COMPANY**

4.1 If you have opted to be part of a Group, as either a Group Company or a Lead Company:

4.1.1 each member of the Group agrees that the Lead Company is exclusively authorised to determine who shall be a User and the level of authorisation given to each User;

4.1.2 each member of the Group agrees that the Lead Company is exclusively authorised to add new members to the Group and the Lead Company may remove existing members from the Group;

4.1.3 each member of the Group agrees that each other member may terminate its Agreement with us in so far as it relates to that other member. If the Lead Company terminates its Agreement with us, our Agreement with each member of the Lead Company's Group will automatically terminate without notice on the same date unless each Group Company appoints a replacement Lead Company and executes such additional resolutions and documentation as may be required by us; and

4.1.4 each member of the Group separately agrees with us and each other that the Users authorised by the Lead Company may gain access to information relating to its Accounts (including, where available, consenting to sharing such information with third party services if its Accounts are accessible online), and the carrying out of transactions on its own Accounts (including, where available, making payments via a third party provider if its Accounts are accessible online).

#### **5. JOINT LIABILITY AND THE SURVIVAL OF RIGHTS**

5.1 When you are a 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 us (i.e. all members of the Group are collectively and individually fully liable) for all liabilities arising from the use by one of them of the Services, even if 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.

5.2 All of the members of the Group or all of such legal entities, as the case may be, will 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.

5.3 All actions taken by us under the Agreement (including payments made by us) shall be valid and binding upon your personal representatives, successors or permitted assigns if made prior to receipt by us of written notice of any event which would have the effect of passing your obligations under the Agreement to your legal personal representatives, successors or permitted assigns.

#### **6. THE INFORMATION YOU RECEIVE FROM US WHEN USING THE SERVICES**

You acknowledge that any information provided to you by us as part of the Services 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 at any time. You agree and acknowledge that we will not have any liability for any Loss suffered by you as a result of your reliance upon any information received through your use of the Services, financial or otherwise.

#### **7. PAYMENTS FROM YOUR ACCOUNT**

7.1 You or the User must authorise a transaction in accordance with the terms of the Agreement and by following all applicable procedures and whatever instructions we may give to you or the User on screen in relation to the use of the Services.

7.2 Where you have instructed us to make a payment as part of a Payment File from your Account, the relevant amount will typically be debited from your Account on the Requested Debit Date and will not form part of the available funds in your Account. However, in certain circumstances we may not debit your account in this manner.

7.3 A transaction may not be executed if:

7.3.1 you or the User have not authorised the transaction in accordance with Condition 7.1 or if there is any error in the relevant instructions;

7.3.2 we are prevented from processing or effecting the instruction by any law or regulation or other circumstances beyond our reasonable control;

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

7.3.4 you have not provided us with all the information or you have not followed any of the instructions we may have given to you to enable us to execute the transaction; or

7.3.5 any of the circumstances specified in Condition 13.1 occur.

7.4 When using the Services you may seek to make payments from all (not each) of the Accounts up to a Cash Management Limit. We may, at our absolute discretion, notify you with immediate effect of any increase or decrease in your Cash Management Limit, and any specific terms that might be applicable to such amount. If you seek to make payments in excess of your Cash Management Limit we reserve the right, at our discretion, to accept or reject any or all such payments.

7.5 If we do not accept a payment instruction, for example, on the basis of security concerns or for any other reason, in respect of a payment that is subject to PSD2 we will notify you of this on screen no later than the end of the next Business Day, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so. The payment instruction will remain blocked until we are satisfied that the payment can proceed. You may contact iBB Customer Support team to request the unblocking of such payments (our contact details are on our website, [www.aib.ie/ibb](http://www.aib.ie/ibb)).

7.6 Once accepted by us for execution, all payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation instruction should be given to your branch or iBB

Customer Support team in writing, by phone or in such other form as we may prescribe from time to time. You will be liable for any additional fees, expenses and/or exchange losses which arise out of any such amendment or cancellation or any payment investigation initiated at your request.

7.7 You must not attempt to create an unauthorised debit balance on any Account or exceed an approved limit on an overdraft on any Account through the use of the Services. If you do so we have full authority, at our sole discretion, to take such action as we think necessary to prevent or remedy such situation, including but not limited to rejecting the instruction or reversing any transaction. You may incur exchange rate losses should remedial action be necessary. You hereby irrevocably agree to take such action as we may require in order to comply with this Condition.

7.8 The successful receipt, and the successful completion or failure, of a payment instruction will be notified to you on screen through the Services. The successful receipt of a payment instruction by us does not necessarily mean the successful completion of the payment instruction. It is your responsibility to check the status of your payment instruction on screen.

7.9 You shall ensure that all payment instructions given by you to us are accurate and complete. Before confirming any payment instruction to us, you should make sure that the instruction which is relayed back to you for confirmation is the payment instruction which you intend to give. We are entitled to rely on any payment instruction from you using iBB, and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you. Where you give us inconsistent payment instructions we shall not be liable for acting in accordance with any part of those instructions. Incomplete, unclear and/or inconsistent or mistaken payment instructions which you give to us may be rejected (by us or by any other third party involved in making the payment), delayed or made in error. We are not liable for any such rejection, delay or error. You shall be liable for any additional fees or expenses or exchange losses which arise in such circumstances.

7.10 We may, but shall not be obliged, to operate from time to time such security procedures as we consider appropriate including making call backs to you or your authorised representative. We reserve the right to delay or not permit a payment where we are suspicious that the security of the payment may be compromised or that it is unauthorised or fraudulent or, where it is intended to be funded by a credit line provided by us to you, that there is a significantly increased risk that you may be unable to repay the credit line. We shall not be liable for any delay or failure in making any payment as a result of such reasons.

7.11 Where you provide us with information additional to the Unique Identifier required to make a payment as set out in the File Format Specification and Account Conditions, we remain liable only for the payment transaction in accordance with the Unique Identifier so provided.

7.12 From time to time we may specify particular terms and conditions in respect of all or any categories of customers for the use by Customers of Payment Files. This may include the designation of special limits to the number of transactions and/ or value of transactions and/or aggregate value of the transactions (where relevant referencing a specified base currency) which may be carried out by a customer or a particular User in any specific period. Details of any such terms and conditions applicable from time to time will be notified to customers in accordance with these Conditions.

7.13 You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed, late or non- executed payment.

7.14 Live Foreign Exchange rates for iBB

7.14.1 If you ask us to make a payment on iBB which requires a foreign exchange rate, we will provide you with details of a live foreign exchange rate where available. Our live foreign exchange rates are dynamic and change frequently based on global foreign exchange markets.

7.14.2 Live foreign exchange rates are usually available during the times set out on screen. You can ask us to make a payment outside of these times and a rate will be applied at the time we make your payment.

7.14.3 In some circumstances (other than those referred to in 7.14.2 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 Account Conditions.

7.14.4 Where we provide you with details of a live foreign exchange rate, you can ask us to make your payment using this rate. 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 a confirmation. If we accept your payment 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.

7.14.5 If your payment is returned to us for any reason, we will convert it back into the original currency using our relevant standard foreign exchange rate at the time we convert it back. Our relevant standard foreign 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 than the original amount of the payment. We are not responsible for any Loss you might suffer.

## 8. THIRD PARTY PROVIDERS

8.1 You may consent to the following third parties accessing your Account online (for example, to make payments or to obtain information about balances or transactions on your Account):

8.1.1 third parties listed on our website ([www.aib.ie](http://www.aib.ie)) as being fully approved by us; or

8.1.2 third parties that are appropriately registered or authorised as "Account Information Service Providers" and/or "Payment Initiation Service Providers" in accordance with PSD2. For further information, you should check with the Central Bank of Ireland.

8.2 If you consent to a third party accessing your Account online that is not approved by us or appropriately registered or authorised in accordance with Condition 8.1, we will not be liable for any loss you suffer as a result.

8.3 In order to consent to a third party accessing your Account online, you or your Users must have the appropriate level of authorisation granted by you or your Local Administrator.

8.4 Before you consent to a third party accessing your Account online, you should inform yourself as to the degree of access you are consenting to, what Account information that third party will have access to and how your Account information will be used and who it may be passed to.

8.5 Where you consent to a third party accessing your Account online in accordance with this Condition 8, the following applies:

8.5.1 you will be subject to any applicable spending limits including the Cash Management Limit;

8.5.2 the third party cannot access your Account if our Services are unavailable;

8.5.3 the third party will have access to, at a minimum, the same information in relation to your Account as you would if you were to access the Account on iBB;

8.5.4 you are usually entitled to withdraw such consent but this may not be always be possible (for example, where we have started to process a payment, you cannot withdraw your consent to initiate that payment). To withdraw your consent, you must follow our procedures as well as those of the third party and, if you have any concerns in relation to the security of your Account, you must contact us without undue delay in accordance with Condition 3;

8.5.5 to the extent permitted by law or regulation and subject to any right to refund you may have under your Account Conditions, we are not responsible for anything that the relevant third party does or does not do (for example, if they suspend or terminate your use of their service) or for any resulting losses. We are also not responsible for, or a party to, any agreement that you enter into with any relevant third party. You should make sure that you read and comply with such agreement or other policies and obligations and this Agreement will continue to apply (for example, the third party may charge you fees in relation to your use of their service and such fees will be in addition to any fee we may charge).

8.6 Where we consider it appropriate, we may deny any third party access to your Account online for any valid reason (for example, for the prevention of fraud, money laundering or terrorism). Where we do so, we will let you know either in writing, via our Services (for example, in your iBB payment logs), over the phone or by email. Where possible, we will tell you our reason(s) for doing so, unless restricted by law or security reasons.

## 9. TIME PERIODS FOR PAYMENTS

9.1 Our ability to execute a payment instruction within the applicable maximum execution time is dependent on our receiving the relevant instruction before the applicable cut-off times which are available online at [www.aib.ie/ibb](http://www.aib.ie/ibb).

9.2 Any payment instructions issued by you via the Services must be received by us before the relevant cut-off time, in order to be dealt with by us on that Business Day. Any payment instructions in respect of the Accounts issued via the Services received by us after the relevant cut-off time on a Business Day or on a non-Business Day will, subject to our acceptance of such instruction for execution, be dealt with on the next Business Day unless you are otherwise notified through the Services. We are not responsible for any delay in the processing of 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.

## 10. THE FEES AND CHARGES FOR THE SERVICES

10.1 Fees and charges in relation to the Services are available online at [www.aib.ie](http://www.aib.ie) and are payable in addition to the fees or charges which may be payable in relation to the Accounts under the Account Conditions, or fees or charges for transactions or any other payments which may be payable to us otherwise than in accordance with the Agreement.

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

10.3 You authorise us to debit the amount of all fees and charges incurred by you for any of the Services to the Nominated Account or Payment Files, File Download to the Nominated Account or any other Account as agreed or, in the absence of an agreed account, such Account as we may in our discretion think fit, even if that causes the relevant Account to become overdrawn. Fees and charges incurred in the provision of the Services are charged to you by us on a monthly or quarterly basis, as appropriate, as detailed online at [www.aib.ie/ibb](http://www.aib.ie/ibb).

## 11. LIABILITY

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

11.2 We are not liable for any Loss 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 you may suffer as a result of the way in which any such refusal is communicated to you or to others.

11.3 Notwithstanding any other provision of the Agreement, including the other sections in this Condition 11, 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, for whatever reason. 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.

11.4 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 PSD2 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.

11.5 You acknowledge and agree that we will not be liable for any Loss which arises as a result of:

11.5.1 any delay in, or total or partial failure of, performance of our duties and obligations occasioned by an act of God, act of terrorism, fire, act of Government or State, war, civil commotion, insurrection, embargo, telecommunications services, failure of any computer system or telecommunications system, or failure of any payment, settlement or clearance system, prevention from or hindrance in obtaining any energy, labour disputes (of whatever nature and whether involving our employees or otherwise) or acts or omissions of our agents or any other party or any other reason or circumstances (whether or not similar in kind to any of the above) beyond our control;

11.5.2 the non-availability, non-functioning or malfunctioning of the Services;



11.5.3 any corruption of data, any breakdown, interruption or errors caused to your software or hardware as a result of using the Services;

11.5.4 any action or inaction taken by or against us as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of the Services;

11.5.5 any failure by you to use the Services in accordance with the Agreement or your misuse or abuse of the Services;

11.5.6 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;

11.5.7 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;

11.5.8 reliance upon any information received through the Services; or

11.5.9 disclosure of information to unauthorised persons as a result of the transmission of such information electronically.

11.6 Without prejudice to any other provision of the Agreement, you agree that under no circumstance will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues, goodwill, anticipated savings or other opportunities or for any indirect, special, incidental or consequential Loss (including any suffered by you as a result of an action brought by a third party and also including any lost profits or other opportunities) arising due to negligence, misrepresentation, breach of contract or otherwise, even if that Loss was reasonably foreseeable, or even if we had been advised of the possibility of the Loss being incurred.

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

11.8 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. REPRESENTATION AND WARRANTY

12.1 You hereby represent and warrant to us:

12.1.1 that you are entitled and authorised to enter into the Agreement;

12.1.2 that the provisions of the Agreement constitute legal, valid and binding obligations on you;

12.1.3 that, if relevant, the provisions of the Agreement do not contravene your constitution, book of rules, any other constitutional documentation, or any other governing authority; and

12.1.4 that the provisions of the Agreement do not constitute a breach of any agreement or other instrument which is binding on you.

## 13. WITHDRAWAL OF THE SERVICES

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

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

13.1.2 if you cease trading;

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

13.1.4 if you die;

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

13.1.6 upon any serious or repeated breach by you or, if you are part of a Group, by any member of that Group, of these Conditions or any other agreement between us, our subsidiary or one of our associated companies and you or any member of your Group;

13.1.7 on the happening of any event of default in relation to any credit or other facility afforded by us to you;

13.1.8 on termination or suspension of the whole or any part of the relationship between us and any service provider on which the Services depend;

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

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

13.1.11 if you fail to pay any fees or charges within 30 days of the date on which they are due in accordance with Condition 10; or

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

13.2 If we take such action under Condition 13.1, we will immediately give you notice in writing that we have done so.

13.3 We may also terminate the Agreement on giving 2 months prior notice in writing to you. You may terminate the Agreement at any time by notice in writing to us.

13.4 Notwithstanding anything to the contrary stated in the Agreement, we reserve the right to immediately suspend or withdraw provision of the Services or to withdraw the Access Codes, Procedures and Devices (without incurring any liability to you):

13.4.1 if any circumstance arises that would entitle us to terminate these Conditions;

13.4.2 in the event of breakdown, error, defect or malfunction of any part of the Services;

13.4.3 if we have any suspicion that any Access Codes, Procedures and Devices have or may have been disclosed to or used by any unauthorised third party;

13.4.4 if we believe that the Services are being used negligently, illegally or fraudulently;

13.4.5 if you fail to pay any fees or charges within 30 days of the date on which they are due in accordance with Condition 10; or

13.4.6 if we, in our absolute discretion, think there is a security issue or other exceptional circumstances exist including, without limitation, where necessary to prevent material disadvantage or damage to us or you or where continuation of the Services is unreasonable in relation to the cost or expense of such continuation.

13.5 We reserve the right to process or cancel any transactions in progress on termination of the Agreement

or on suspension or withdrawal of the Services. We are not responsible for any Loss you 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.

13.6 Any termination of the Agreement is without prejudice to your continued liability for any outstanding indebtedness. In this regard, any amounts for which you are liable on the date of termination shall become immediately payable on that date, subject to any right of refund pursuant to PSD2.

## 14. VARIATION

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

## 15. COMPLAINTS

15.1 If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.

15.2 If you wish to make a complaint, you can do so by visiting our website or by writing to your branch or iBB Customer Support team (contact details are available on our website, [www.aib.ie/ibb](http://www.aib.ie/ibb)) and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.

15.3 If you are a business with an annual turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box no.559, Dublin 1. You'll find more about the steps we take to try to resolve your complaint in our complaints brochure, which is available in any of our branches or on our website.

15.4 You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

## 16. CONTACT DETAILS

16.1 Unless otherwise provided in the Agreement, if you require to contact us or any notice must be given by you to us in connection with the Agreement it will be given in writing on your behalf by a director or the company secretary (if the Customer is a company), a senior member of management of the Customer, and/or the Client Contact appointed by you in the application documents or as may be subsequently amended, and sent by post addressed to us at AIB, iBusiness Banking, 1 Adelaide Road, Dublin 2.

16.2 Unless otherwise provided in the Agreement, where we are allowed to by law, we may contact you in a variety of ways, such as:

16.2.1 in person, by post, by telephone (including by our interactive voice response telephony system), by mail to the postal address or any address notified to us in writing on your behalf, telephone number, or email address that we have on file;

16.2.2 by advertisement published in at least one national daily newspaper;

16.2.3 or by publishing the notice on our iBB website;

16.2.4 or through the Services including but not limited to iBB Messages and iBB payment logs.

16.3 Where a notice is given to you under Condition 16.2.1 or 16.2.4 above it will be given to your Authorised Signatories, Client Contact, a director or the company secretary (if the Customer is a company) or a senior member of management of the Customer, Users or, if the notice principally relates to Payment Files, then to any of these persons or to your Client Contact.

16.4 Where a notice is given to you by us, the notice will be deemed to have been received:

16.4.1 within 48 hours of its sending by post to the last address you gave us, (even if mis-delivered or returned undelivered);

16.4.2 at the time of its communication in the case of notice by telephone (including by our interactive voice response telephony system);

16.4.3 at the time of its being sent in the case of notice by electronic mail;

16.4.4 48 hours after the date of it being published in the case of notice by newspaper;

16.4.5 at the time that it is published on our iBB website in the case of a notice given by that means; or

16.4.6 at the time of its delivery if delivered by hand.

16.5 To help protect you, we may need to contact you by phone from time to time to ensure payments made from your Account are genuine. For security reasons, we will ask you to confirm your Userid and the last four digits of your Digipass serial number in order to progress the call and confirm the payment. We will never ask you to make payments from your Account to another account. We will never ask you for iBB security details other than your iBB Userid. We will never ask for any iBB security details or any confidential information about your Account by email. Please do not reply to an email requesting this information. If we are unable to contact you to establish whether the payment is genuine we will hold the payment for 24 hours after which we will cancel the payment. In this event we will confirm its cancellation in writing as well as advising you through the Service.

## 17. INTELLECTUAL PROPERTY

You acknowledge that you do not acquire any intellectual property rights in any materials to which we give you access for the purposes of the Services save the personal, non-exclusive and non-transferable right to use them as set out in the Agreement. You will not transfer, assign, sublicense, delegate or dispose of, in whole or in part, your licence to use such materials, and ownership of the materials will at all times remain with us and/or our 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 in the Agreement will not be affected by that provision but will continue in full force and effect.



## 19. WAIVER

The waiver by us 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. Any delay or omission on our part to exercise or avail of any right, power or privilege that we have or may have will not operate as a waiver of any breach or default by you.

## 20. GENERAL

20.1 For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in branches and online. It may change from time to time.

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

20.3 Notwithstanding any other provision in these Conditions, we may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include investigating and intercepting payments into and out of the Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we will not be liable for any Loss suffered by you or any third party which arises as a result of taking such action.

## 21. JURISDICTION

The Agreement is governed by and construed in accordance with the laws of Ireland. For our benefit you agree to submit to the jurisdiction of the courts of Ireland in relation to any claim or proceedings under the Agreement. You further irrevocably submit to any other jurisdiction (at our sole discretion) in which you have assets or in which you conduct business and waive any objection to any claim that any suit, action or proceedings have been brought in any inconvenient forum.