

Bank of Ireland UK CardController Terms and Conditions

Definitions

"Account" means the Bank of Ireland UK Commercial Card account held in your name.

"Alert" and "Alert and Block" Messages means the message which you will receive as part of the Bank of Ireland UK CardController Service to advise you when (a) the Card has been used for a Transaction which exceeds the Limits or Controls you have set (**"Alert"**) and/or (b) to advise you if the Transaction has been declined as it exceeded the Limits or Controls set by you, (**"Alert and Block"**).

"Bank" means Bank of Ireland (UK) plc.

"Bank of Ireland UK CardController Service" and "Service" means the service provided by the Bank subject to these terms and conditions that allows you to apply Limits, Controls and Alerts to Transactions made using any Card registered for the Bank of Ireland UK CardController Service.

"Captcha" means the phrase which is displayed as part of the registration process and which the Cardholder must confirm as part of the registration process.

"Card" means the Commercial Card(s) issued by Bank of Ireland UK that you have identified by card number and which you have registered for the Service.

"Cardholder" means any person on the Account in whose name a Card is issued.

"Controls" means the different types of controls, including purchase controls, budget category controls, and budget/spending controls, that you can apply to a Card registered for the Service and which are available as part of the Service, as those controls may be changed from time to time.

"Limits" means the monetary limits that you can apply to Transactions and spending made using a Card registered for the Service as those limits may be changed from time to time.

"MasterCard" means MasterCard International. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated.

“Privacy Policy” means the privacy policy referred to in the Privacy Section of these Terms and Conditions.

“Service Provider” means MasterCard International.

“System” means any technology used for providing the Service.

“Transactions” means any Commercial Card transactions performed using a valid Commercial Card issued by Bank of Ireland UK.

“User(s)” means any person(s) authorised by you and registered to access, administer and use the Service.

“you” or “your” means the Account holder, in whose name the Card is issued and references to "you" and "your" shall include, where the context permits, a reference to any User of the Service.

Agreement for the Service

You are eligible for the Service as a Bank of Ireland UK Commercial Card Account holder. You are responsible for ensuring that any User you nominate to use the Service keeps to these Bank of Ireland UK CardController Terms and Conditions.

The Commercial Card Terms and Conditions (the **“Card Terms and Conditions”**) apply to you and all Cardholders and Users of the Service in addition to these terms and conditions.

Your use of the Service confirms your acceptance of these terms and conditions (the **“Bank of Ireland UK CardController Terms and Conditions”**).

You and any User may only use the Service in accordance with these Bank of Ireland UK CardController Terms and Conditions and with the Card Terms and Conditions. You and any User will keep confidential all information and security details which you use to access the Service and the System, including any user guides, manuals and other information which we may provide to you in connection with the System and/or the Service.

Service Provider

The Bank has arranged for the provision of the Service to be carried out by MasterCard as its Service Provider.

Controls

As part of the Service, you may select some or all of the different types of Control listed below to apply to your Account and to Transactions made using a Card. You can also select Limits to apply to Transactions made using the Card.

Any Controls and/or Limits applied will restrict the use of a Card. You can also enable or restrict certain types of Transactions that may be undertaken with a Card. You can choose whether the Controls and Limits selected by you will Alert you to certain relevant Transactions made using a Card, and/ or if the Controls and Limits will Alert and Block certain relevant Transactions made using a Card.

We may change, withdraw or amend the Limits and/or the Controls available under the Service at any time.

There may be instances where the Controls placed on a Card may not be effective. This may be because the Bank has not received an authorisation request, or the authorisations process is impacted by a technical issue. In such circumstances, it may be possible for a Cardholder to perform a Transaction that would otherwise be restricted or subject to an Alert Message or an Alert and Block Message.

You agree that:

- you are liable in full for all Transactions; and
- in no circumstances will Bank of Ireland UK be liable to you or any Cardholder for any Transaction carried out by the Cardholder that is processed, even if a Control or Limit has been placed on the Card and the Transaction breaches the relevant Control or Limit.

Setting Controls

The Limits and Controls you choose may relate to an individual Card or a number of Cards issued to you by the Bank. You cannot register more than 25 Cards for the Service.

The following are examples of Controls:

Purchase Controls: International Purchase, Point of Sale, Online or Phone Purchases, Time of Day Purchase, Contactless Transactions in excess of £15, ATM Transactions (Controls cannot be set for Bank of Ireland ATM transactions).

Budget Category Controls: Travel, Restaurant and Drink, Entertainment, Entertainment Other, Motor Costs, Business Services, Office and Computing Supplies, Utilities, Construction and Hardware, Miscellaneous.

You will receive either Alert or Alert and Block Messages as the case may be, when the amount of a Transaction made using a Card breaches a Limit you have set for the Card, and/or if the nature or type of the Transaction breaches a Purchase Control or a Budget Category Control.

Virtual Cards

Virtual Card Numbers (VCN's) are temporary card numbers for online or phone transactions. When Virtual Cards are made available as part of the Service you will be able to generate a Virtual Card(s) using the Service and link to a card registered with the Service.

You may choose to place Limits and/or Controls on the VCNs when available as part of the Service.

Profile set up and Registration of Card(s)

In order to select and customise the Controls and Limits applicable to your Cards, you must register for the Service and set up a profile.

To set up your profile, you must provide the following: first name, last name, valid email address, a personalised password and answers to two security questions. You will also be asked to accept these Bank of Ireland UK CardController Terms and Conditions and Privacy Policy. For security reasons you must input the Captcha displayed on the screen.

Each Card is registered individually.

To register each Card, the Cardholder must provide the following, the 16-digit card number, CVC2 (security digits), Card expiration date. Access to the Service is authenticated by way of

the MasterCard 3D secure code for each Card registered. For security reasons the MasterCard 3D secure code must be input for each Card by the individual Cardholder

The maximum number of Cards you can register for the Service is 25. The Bank may at any time change the maximum number of Cards that can be registered.

You are responsible for selecting and registering on the System all Limits, Control settings, Alerts and Alert & Block message requests that you want to apply to the Cards on the Account.

You can, at any time, update the Limits and Controls settings for any Cards that have been registered for the Service.

In the event of Card replacement and/or re-issue, the Bank will update the Card details on the System. You do not need to register replacement or re-issued Cards for the Service.

Use of Service

You must not use the Service for any purpose that is unlawful or which, in our reasonable opinion, is an abuse of the Service. You must not do or allow anything which interferes with or disrupts the operation of the Service.

You must notify each Cardholder of any Limits and Controls that apply to the use of the Card.

Authorisation of Electronic Acceptance and Electronic Contract

You agree that these Bank of Ireland UK CardController Terms and Conditions and the Card Terms and Conditions relating to the Card represent all of the terms and conditions that apply to the Service.

You confirm that your electronic acceptance of the Bank of Ireland UK CardController Terms and Conditions is valid, authentic and will have the same legal effect as if you had signed a physical contract. You agree that we may rely on your electronic acceptance of these Bank of Ireland UK CardController Terms and Conditions and you will not challenge the legal effect, validity and enforceability of these Bank of Ireland UK CardController Terms and

Conditions on the basis that your acceptance of the same is in electronic rather than written form.

You consent to us communicating with you about the Service by electronic mail to the latest electronic mail address that you provided to register for the Service and you agree to accept all such communications and you agree not to block receipt of such communication. You also agree promptly to update your details through the Service if there is any change in your electronic mail address or other contact details or personal or corporate information.

The Bank (through its Service Provider) will make every effort to deliver e-mail alerts to the e-mail address you have provided. However, the Bank cannot guarantee that your emails will be delivered by your internet service provider.

Cancellation of the Service

If you wish to cancel the Service, you can do so by deleting your profile on the Bank of Ireland UK CardController website. Deleting your profile will remove all data related to your registered Card(s) and deactivate all Limits and Controls, stopping all Alert and Alert and Block Messages associated with your registered Card(s).

The Bank may withdraw from or cancel the Service at any time by giving you at least two months' written notice.

Passwords and Unauthorised Use

If the Service has been misused or used fraudulently or if you know or reasonably suspect that the Service and/or any Card is liable to be misused, you must notify us on 0345 309 8099, or if calling from abroad 0044 345 309 8099 as soon as you can and we will cancel and, subject to any applicable legal requirements, reissue all Cards registered to the Service.

If the Service has been misused or used fraudulently, or if you know or reasonably suspect that the Service and/or any Card is liable to be misused then you must also change the Service access passwords. The Bank has the right to interrupt, suspend or restrict the Service and/or access to the System without notice if we know or reasonably suspect that

any unauthorised, illegal or fraudulent activity is being performed through the Service or if a legal requirement means that we have to interrupt, suspend or restrict the Service and/or access to the System. You agree to cooperate with the Bank in any fraud investigation. Please refer to the Card Terms and Conditions for more information on your rights and responsibilities if there is unauthorised or fraudulent use of the Card.

You will have online access to a password-protected Service profile in a secure area of a site hosted by the Service Provider. You must do everything that you reasonably can to keep your Service profile and your password confidential. You are responsible for any and all activity that occurs in relation to your profile and password.

Access to your Account and other notifications through the Service ("**Information**") is only available to you.

If you or any User receives or accesses any Information using the Service and/or the System which is not intended for you and/or which does not relate to your Account and/or your Cards, then as soon as possible you will:

- notify the Bank on 0345 309 8099, or if calling from abroad 0044 345 309 8099;
- keep the information confidential and not share it with any third party; and
- not access the information further and delete the information.

Warranties

The Bank will take reasonable care to ensure that the Information relating to Transactions accessed using the Service is accurate and up to date, but the Bank cannot guarantee the accuracy of such Information and gives no warranty that the Information is accurate, up to date and/or complete.

There may be a delay between Transactions taking place using the Card and details of the Transaction appearing on your Service profile. The Service may be subject to interruption and access limitations.

The Bank will exercise reasonable care to monitor information technology security threats in connection with the provision of the Service, but the Bank cannot guarantee that the

System and/ or the Service is free from viruses, security risks, errors and bugs and the Bank gives no warranty in connection with the same.

The Bank is not liable to you for any loss or damage that you suffer as a result of your use of the Service save to the extent that such loss or damage is caused directly by the Bank's gross negligence, wilful default or breach of a regulatory requirement for which the Bank cannot lawfully exclude liability.

The Bank is not liable to you for any loss or damage that you suffer as a result of your use of the Service:

- which is caused by events outside of the control of the Bank, which includes any machine or equipment failing to work, failure of IT systems, industrial disputes and acts and omissions or delays of any third party;
- which is caused by the Bank acting or omitting to act or delaying in accordance with instructions given by you or any User of the Service;
- which is caused by the Bank acting or omitting to act or delaying in order to comply with a legal, regulatory or governmental requirement;
- where the relevant service is provided by a third party; and
- to the extent that such loss or damage constitutes loss of profit, loss of goodwill, loss of reputation, loss of business opportunity or anticipated saving or for any other type of special, consequential or indirect loss whatsoever (and whether or not we could or should have foreseen such loss or damage).

The Bank and the Service Provider may make improvements and/or changes in the Service or System at any time and without notice to you. You agree that any information, material and data downloaded or obtained from the use of the Service and System are downloaded or obtained by you at your own risk and that you will be solely responsible for any damage to your computer hardware (including mobile devices) or loss of data that results from the downloading or obtaining of such information, material or data.

You agree to indemnify and hold the Bank harmless from and against any and all claims, demands, costs or expenses (including, without limitation, reasonable legal fees), made by any third party arising from your use of the Service or System (or use of the Service or

System by anyone using your password) or breach of these Bank of Ireland UK CardController Terms and Conditions.

Assignment

At any time without your prior consent, the Bank may assign all or part of its rights or duties under these Bank of Ireland UK CardController Terms and Conditions. You may not assign your Account or your rights and obligations under these Bank of Ireland UK CardController Terms and Conditions without the prior written permission of the Bank.

Intellectual Property Rights

All intellectual property rights in the Service, including copyright, belong to the Bank and/or our licensors and/or Service Provider. You agree that you do not have any intellectual property rights in the Service or in any improvements or variations that may be made to the Service.

Privacy Policy

All personal information collected and processed through your use of the Service will be protected by the Bank's CardController Privacy Policy which can be accessed via a link at the bottom of the Bank of Ireland UK CardController website when you register for the Service. Please refer also to the section entitled 'Use of your Information - Data Protection' in the Card Terms and Conditions for detailed information on how we collect and process your personal data.

Miscellaneous

If any part of these Bank of Ireland UK CardController Terms and Conditions is held to be unenforceable, that will not affect the enforceability of the remaining Bank of Ireland UK CardController Terms and Conditions. A waiver by Bank of Ireland UK of any provision of these Bank of Ireland UK CardController Terms and Conditions shall be effective only if given in writing, and then it shall be effective only to the extent expressly stated. A failure, delay or indulgence by the Bank in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by the Bank

shall not preclude further exercises of that power or right or the exercise of any other power or right.

Changes in the terms and conditions

The Bank may at any time introduce new terms and conditions and /or vary or amend the Bank of Ireland UK CardController Terms and Conditions by giving you notice as set out below.

The Bank can make changes to Bank of Ireland UK CardController Terms and Conditions to take account of any of the following:

- changes in financial market conditions or banking practice;
- changes to the structure of our group or persons through whom we offer our products and services;
- alterations in the costs of providing the Service;
- complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice;
- changes in technology, such as differences resulting from new IT systems, security systems or other processes;
- the introduction of a new service or improvements to the Bank of Ireland UK CardController Service we already offer you;
- the correction of any genuine mistakes or omissions or to make the terms of the Bank of Ireland UK CardController Terms and Conditions clearer or more favourable to you; or
- for any other valid economic, business, regulatory or legislative reason.

We will tell you about any changes to the Bank of Ireland UK CardController Terms and Conditions by:

- advising you in your monthly Account statements;
- sending you a separate written notice by post or electronically (including by email, SMS message or similar); or
- by placing a message on the Bank of Ireland UK CardController website.

We will give you at least 60 days' advance notice of any changes to these Bank of Ireland UK CardController Terms and Conditions. If you do not like any changes that we propose to make, then if you wish to do so, you can cancel the Service by deleting your profile on the Bank of Ireland UK CardController website.

Governing Law and Jurisdiction

These Bank of Ireland UK CardController Terms and Conditions shall be governed by governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are ordinarily resident anywhere else.