

Business On Line

Conditions of Use

Effective 22 August 2019

Business On Line Conditions of Use

These Conditions of Use are in addition to, and should be read in conjunction with a Guide to Banking for Business Customers Northern Ireland or Great Britain (depending on jurisdiction) and with the Resolution, the Application, the Account Form and the Customer Handbook (each as defined below), which together form the Agreement regulating the provision of the Services (as defined below).

The Conditions of Use and Customer Handbook appearing on the Website (as defined below) are the definitive versions of these Conditions of Use and Customer Handbook. The Bank shall not accept any amendments, alterations or modifications to these Conditions of Use and/or Customer Handbook unless the Bank notifies the Customer of acceptance of any proposed amendments, alterations or modifications. The Customer shall be entitled to print copies of the Conditions of Use and/or Customer Handbook for personal use only. The Customer shall not be entitled to copy, amend, alter, modify, transmit or reproduce in any form these Conditions of Use and/or Customer Handbook in any way whatsoever.

If you are a Corporate Customer (as defined below) please refer to Clause 59 of these Conditions of Use which deals with how the Payment Services Regulations may not apply to you and which outlines the circumstances when you may not be entitled to a refund under the these regulations.

1. Definitions and Interpretation

(a) The following words and phrases shall have the following meanings:

“Account Form” means the form containing the Originating Account details completed by the Customer as part of the application for the Services.

“Account Information Service Provider” or **“AISP”** means an authorised third party provider to whom you can give permission to access your account information.

“Administrator” means each person appointed by the Customer as an administrator (as described by Condition 6) in respect of the Customer, and pursuant to the terms of Condition 8.

“Agreement” means: (a) these Conditions of Use; (b) the Customer Handbook; (c) any Resolution; (d) the Application and Indemnity; and (e) the Account Form, which together form the agreement between the Bank and the Customer regulating the provision of the Services.

“Application” means each and any Application form, agreement or document whether executed on paper or electronically by the Customer in relation to the use of the Services and any reference to “Application” shall incorporate a reference to any amendment, variation, replacement or substitution thereof from time to time.

“Authorised Networks” means the internet (or such other communications networks as may be authorised by the Bank from time to time) to be used by the Customer for the purposes of accessing the Services (or some of them), subject to the then applicable security and other access requirements as may be prescribed from time to time by the Bank.

“Authorised User” means each person appointed by the Customer as an Authorised User (as described by Condition 7) as the same may be substituted pursuant to the terms of these Conditions of Use.

“Bank of Ireland UK”, “Bank”, “we”, “us” or **“our”** means the Bank of Ireland (UK) plc or a reference to the Bank.

“Banking Day” means the periods of time in any day during which, (1) where the Customer account is domiciled in Great Britain, the Bank is generally open for business in Great Britain, and (2) where the Customer account is domiciled in Northern Ireland, the Bank is generally open for business in Northern Ireland and “non-Banking Day” shall be construed accordingly.

“BUSINESS ON LINE” The business name adopted for the provision of the Services by the Bank (which name may be changed by the Bank from time to time).

“Card Based Payment Instrument Issuer” or **“CBPII”** means an authorised third party provider which provides a service that relies on checking whether funds are available in your Account.

“Close of Business” means the completion of processing of all transactions on any particular Banking Day.

“Corporate Customer” means a firm or company that has, when the Agreement is entered into, an annual turnover or annual balance sheet of more than €2 million and employs 10 or more persons, or is a charity that is not a Small Charity.

“Customer” shall mean any customer of the Bank availing of the Services (including through a TPP) and shall include individuals, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality) and the word “Customer” shall be construed accordingly.

“Customer Handbook” means the Bank’s BUSINESS ON LINE manual including any amendments or additions thereto from time to time issued to the Customer by the Bank which describes the operation of the Services, together with guidelines in respect of use by the Customer.

“Customer Payee Accounts” means any account(s) (whether maintained with the Bank or with another financial institution recognised by the Bank for the purposes of the Services, or certain of them) in the name of the Customer, whether in sole or joint names, to which the Customer may transfer funds by debiting an Originating Account.

“Cut-Off Time” means the cut-off time for receipt of instructions in respect of the Services on any particular Banking Day as detailed on www.businessonline-boi.com.

“IBAN & Swift Address or BIC” means the ‘International Bank Account Number’ or ‘IBAN’ which is the standard for quoting account numbers across Europe. The use of the IBAN and the Payee bank’s SWIFT address/BIC code (Bank Identifier Code) ensures the correct identification of the Payee bank account.

“KeyCode” means the Business On Line Software application used to generate a One Time password.

“Micro-enterprise” means any Customer which is firm or company with an annual turnover or balance sheet not exceeding €2 million (or sterling equivalent) with less than 10 employees (and is not a subsidiary or linked partnership of a larger corporate group).

“Nominated Account” means an account nominated by the Customer to which the Bank will debit all subscriptions payable to the Bank by the Customer in connection with the Services.

“One Time Password” means a unique 6 digit pin generated by KeyCode.

“Originating Account” or **“Account”** means those account(s) maintained with the Bank in the name of the Customer, whether in sole or joint names, nominated by the Customer for access through the Services and from which money may be withdrawn.

“Participating National Currencies” means the currencies of the Participating Member States as those currencies are defined on the day before the commencement of the third stage of Economic and Monetary Union.

“Payment Initiation Service Provider” or **“PISP”** means an authorised third party provider which provides a service that allows that third party to pass payment instructions to us on your behalf in relation to your Account.

“Payment Services Regulations” or **“PSR”** means the Payment Services Regulations 2017 and PSR regulated payments means any payments where the payment service providers of both the payer and payee are located within the EEA and where such payments are made in euro or any other EEA currency.

“Push Notification” means a message we may send to your Registered Device using an App. For example Push Notifications may be used to ask you to approve or consent to certain Services or instructions and to notify you when you provide you with important information.

“Registered Device” means the device (smartphone or tablet) on which an Administrator or Authorised User has installed and registered the KeyCode / App.

“Resolution” means any resolution(s) passed by the Customer in the course of the application for the Services.

“Retail Accounts” shall have the meaning given to it in Condition 10.

“Security Code” means a unique seven-digit one time activation code which we give you.

“Security Instrument” means the personalised security features we require you to use now or in future to (a) access your accounts using the Services; and (b) to authorise transactions on your accounts. Sometimes we will give you the Security Instruments; in other cases we will ask you to choose them. These are examples of Security Instruments: a personal identification number (PIN), password, one time passcode (such as a KeyCode), security number or code (including those generated by a physical security key), a digipass, a response to a Push Notification, your Registered Device, your fingerprint or other distinctive personal characteristics, or any combination of these features or other ones we require now or in future and as further described in the Customer Handbook.

“Services” means those electronic banking services being provided by the Bank through the Authorised Networks as more particularly described in the Customer Handbook which the Bank has agreed to provide to the Customer from time to time and a reference to “Services” shall include a reference to any of them.

“Small Charity” means any Customer that is a registered charity with an annual income of less than £1 million.

“Sterling” or **“£”** means the currency for the time being of the United Kingdom.

“Strong Customer Authentication” or **“SCA”** means payment instruction authentication based on the use of two or more independent Security

Credentials that satisfies the requirements of the Payment Services Regulations.

"Third Party Payee" means any account(s) (whether maintained with the Bank or with another financial institution recognised by the Bank) for the purposes of the Services, or certain other financial institutions ("Recognised Third Parties") in the name of a third party Payee nominated by the Customer, whether in sole or joint names to which the Customer may transfer funds by debiting an Originating Account.

"TPP" means a third party provider which has appropriate authorisation to provide services in relation to your Account. A TPP can be an AISP, PISP, or a CBPII or any combination of these.

"you" and **"yours"** means the you, the Customer and includes anyone else you authorise to act on your behalf, for example a TPP.

"Website" means the Bank's website located at www.businessonline-boi.com or such other URL as designated from time to time for this purpose.

- (b) Any reference to the Customer in these Conditions of Use means the holder(s) of the Originating Account whether on his own or jointly with others. If the Originating Account is held in joint names, the reference to the Customer includes each of them together and separately.
- (c) Any reference to the Bank in these Conditions of Use means Bank of Ireland (UK) plc trading as Bank of Ireland UK and such references will also include the Bank's successors in title and permitted assigns and transferees.
- (d) Any reference to 'persons' in these Conditions of Use includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality).
- (e) The words 'in writing' and 'written' in these Conditions of Use mean in documented form, whether electronic or hard copy, unless otherwise stated.
- (f) Any references in these Conditions of Use to the Resolution, the Application and Indemnity, the Account Form and the Customer Handbook are references to those documents as updated from time to time.
- (g) Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine or neuter and vice versa.
- (h) Headings used in these Conditions of Use are for convenience only and will not affect its interpretation or construction.
- (i) These Conditions of Use are provided to you in English and all communications issued hereunder will be provided by the Bank in English.

The Services

2. A copy of the Customer Handbook shall be provided to the Customer via email or in hard copy. It shall be the responsibility of the Customer to arrange appropriate Internet access to the Services.
3. The full range of Services provided by the Bank is detailed in the Customer Handbook. The functionality of the Services and the provisions of the Customer Handbook may be amended from time to time by the Bank, at its sole discretion, including where required to take account of any technical or procedural alterations or enhancements.
4. Messages sent through the Authorised Networks shall be treated as satisfying any legal requirement that a communication should be in writing. Each party waives any right it may have to challenge any such message on the basis that it was prepared and/or sent and/or received in electronic form.
5. The Bank shall record instructions received by way of the Services and, in the event of any dispute arising in relation to any instructions or alleged instructions, the record so kept by the Bank shall be prima facie proof of such instructions or alleged instructions for the purpose of determining such dispute.

Administrator and Authorised User

6. It is the sole responsibility of the Customer to select and appoint Administrators and the Customer must satisfy itself as to the suitability and integrity of the individuals chosen. Each Administrator appointed by the Customer constitutes a critical function in the overall security of the Services. The Administrators appointed by the Customer shall be responsible for the discharge of the functions more particularly described in the Customer Handbook, which shall include:-
 - ▶ providing and removing the account details;
 - ▶ setting up and removing Authorised Users;
 - ▶ managing, allocating and deleting Security Instruments;
 - ▶ setting access rights and authorisation limits;
 - ▶ providing training to new Authorised Users;
 - ▶ regularly checking the audit log of transactions;
 - ▶ approving and removing TPP access to the Services, where applicable.

In addition it shall be a condition of the delivery of Services that the Bank may issue passwords over the phone to the Administrator(s) and that any previous instruction to the contrary given to the Bank via an indemnity or otherwise shall not apply in relation to the way passwords are issued.

7. Authorised Users shall be set up by an Administrator. It shall be the responsibility of each Authorised User to familiarise himself with the terms of the Customer Handbook and the operation of the Services; to keep secret and safe their Security Instruments, and to notify the relevant Administrator immediately if any Security Instrument is known or suspected to have become known to an unauthorised third party.

8. Any change in the identity of an Administrator shall be notified in writing to the Bank by the Secretary, any two directors, or equivalent authorised signatories of the Customer using such form or procedure as the Bank may require from time to time. Such notification will be treated as effective by the Bank from the time of its receipt.

Account Balances and Payment Instructions

9. The information available by means of the Services shall not be taken as conclusive evidence as between the Bank and the Customer of the state of any relevant account and, while the Bank shall use its reasonable endeavours to ensure the accuracy and completeness of all information, the Bank shall not be liable for any loss incurred or damage suffered by the Customer by reason or in consequence of any such information.
10. The Customer accepts that information on retail account balances (being accounts other than Visa and MasterCard accounts and accounts held with the Bank's Global Markets Banking Division, Corporate Banking facilities or accounts held with Recognised Third Parties) (hereinafter called "Retail Accounts") on the Banking Day of access is: (a) the balance as at Close of Business on the Banking Day prior to the Banking Day of access; and additionally (b) all cheques due for value on the Banking Day of access, standing orders, all automated debits and credits due for value on the Banking Day of access, and debits and credits made by use of branch terminals and ATM network or any other electronic money transfer system.
11. All transactions displayed under Condition 10 (b) above are for information purposes only and their status will not be confirmed until Close of Business on the Banking Day of access.
12. The Customer accepts that information on account balances for Visa and MasterCard accounts and accounts held with the Bank's Global Markets Banking Divisions and Corporate Banking Division are the balances as at Close of Business on the Banking Day prior to the Banking Day of access. In the case of accounts with Recognised Third Parties, the information on account balances is as provided by the Recognised Third Parties.
13. The maximum amount which can be quoted as a debit or credit transaction in the statement inquiry service through the Services is 999,999,999.99 in the case of Retail Accounts and 9,999,999,999.99 in the case of all other categories of account. Amounts over this sum will not be displayed in full on the screen. The maximum amount which can be quoted for an account balance through the Services is limited to 999,999,999.99 in the case of Retail Accounts and 9,999,999,999.99 in the case of all other categories of account. Amounts over this sum will not be displayed in full on the screen.
14. The Customer accepts that information available from the Services will be subject to change before the Close of Business each day and further accepts that the Bank's acknowledgement of a message containing a payment request cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested and that it is the sole responsibility of the Customer to regularly check the transaction status.
15. The Customer agrees that the Bank shall in no circumstances be liable for any loss or damage arising from delayed receipt of international payments from the Customer where the date of receipt (or following days) are not business days in the recipient jurisdiction.
16. In the event that the Customer fails to complete any foreign currency Transaction via Business On Line using a booked exchange rate with the Bank the Customer authorises us, without prior notice to the Customer, to debit the Customer's Account(s) in respect of any costs or losses incurred by the Bank.

Third Party Providers

17. (a) To use the services of a TPP for your Originating Account, the Customer must be able to access its Originating Account through BOL.
(b) If you use the services of a TPP, please refer to a Guide to Banking for Business Customers Northern Ireland or Great Britain (depending on jurisdiction) for full detail.
(c) If the Customer consents to a TPP accessing the Customer's online accounts and/or initiating a payment from Originating Account(s):
 - ▶ The Customer must ensure that the TPP is a validly registered or authorised as an AISP or PISP (as relevant);
 - ▶ the TPP will have access to the Customer's account(s) in the same way that the Customer has access to your accounts (including using the Services);
 - ▶ the Bank is not responsible for any actions by the TPP;
 - ▶ if the Customer wants to withdraw the consent it has given a TPP the Customer will have to comply with our requirements regarding the withdrawal of consent and any requirements that the TPP may have.

Security

18. All Security Instruments issued by the Bank shall be used in accordance with the Customer Handbook. Once Security Instruments have been allocated by the Bank, it is the sole responsibility of the Customer, Administrator and/or Authorised User to keep all Security Instruments confidential to itself and to take all security measures to prevent any unauthorised person from gaining access to any Security Instruments, whether issued by the Bank or generated by the Customer. Security Instruments must never be shared with anyone other than a TPP and only when using their services. The Customer acknowledges that the Bank has no duty or power to supervise the use of any Security Instruments by the Customer. The Bank will not be responsible for any consequence arising from the unauthorised use of Security Instruments whether issued by the Bank or generated by the Customer. Security Instruments must never be shared with anyone other than a TPP and only when using their services.

19. Should the Customer, Administrator or any Authorised User either suspect or become aware that any Security Instruments have become known or available to an unauthorised person, or where a Registered Device is lost or stolen, the Administrator shall immediately cancel and replace such compromised Security Instrument(s) (and in the case of a Registered Device notify the Bank immediately by calling the Freephone number listed on www.bankofirelanduk.com). Administrators shall carefully review the audit log of transactions effected since the Security Instrument(s) may have become known or available to an unauthorised third party;

Processing of Instructions

20. The Customer irrevocably authorises the Bank to act upon all instructions received through the Services which have been or appear to the Bank to have been transmitted using the Security Instrument(s) without taking any further steps to authenticate such instructions. The Bank shall not be required to verify or check that instructions given to the Bank through use of the Services have been given and remain in force in respect of any debits or any other instructions to be carried out. Where an instruction relates to a payment, you give your consent to the payment by providing us with the correct Security Instruments and you agree that we can process (use) your or the Administrator or Authorised User's (as appropriate) personal data to obey your instruction and to give you the service.
21. In the event that the Customer shall comprise more than one entity or body of persons the Customers agree to be jointly and each of them severally liable, for all monies due and liabilities incurred arising from such instructions; furthermore any and all covenants agreements, indemnities and provisions in these Conditions of Use shall have effect as if they were joint and several covenants, agreements, indemnities and provisions by each of the Customers.
22. By acceptance of these Conditions of Use;
- a) the Customer hereby agrees with and to the Bank that the Customer is authorised from time to time to use the Services being provided by the Bank and which will be accessed by the Customer and under which the Customer can, by following the procedures laid down by the Bank for the use of the Services or any of them, have access to its accounts or financial information or any other information or services capable of being accessed as a result of the Customer using the Services (or such lesser rights of access to accounts, financial information or other information or services, as the case may be, as the Administrator may from time to time in his absolute discretion prescribe); and by each of the Customers in addition and without prejudice to the generality of the foregoing that each of the Customers who is a party to these Conditions of Use, is authorised from time to time and at any time to transfer monies from or make credits to the accounts of any other Customer, where so authorised by the Administrator. Each of the Customers further agrees if the Customer shall be a body or bodies corporate and in the event that a further company or companies becomes member(s) of the same group and wishes to avail of the Services, it may do so on application being made to the Bank by the Company Secretary of the holding Company (as defined by Section 1159 of the Companies Act 2006 where the holding company is registered in England & Wales or where the holding company is registered in Northern Ireland as amended or re-enacted from time to time) on its headed paper and on the due execution by such further companies of an Agreement.
- b) Subject to the provisions of Condition 29, the Customer agrees to be liable for all monies due and liabilities incurred arising from instructions given under these Conditions of Use. The Customer shall not create an overdraft or extend an expressly agreed overdraft beyond an authorised limit approved by the Bank on any Originating Account through the Services except with the prior consent of the Bank and it will be at the absolute discretion of the Bank whether or not it implements any instruction to debit an Originating Account effected through the Services if such debit would cause an unauthorised overdraft or extend an authorised limit in respect of an expressly agreed overdraft. Any such unauthorised overdraft or extension of an authorised limit will be governed by the terms and conditions applicable to the Originating Account. Any implied limit shall not be recognised or taken into account where an Originating Account is being debited through use of the Services.
23. The aggregate amount of any payment instructions received by the Bank in any Banking Day shall not exceed the limit(s) agreed between the Bank and the Customer from time to time. Any such instructions received on a non-Banking Day or after Cut-Off Time on a Banking Day will be dealt with on the next Banking Day. When calculating the limit referred to above, any forward value instructions due for processing on that Business Day, instructions received on any previous non-Banking Day, or after Cut-Off Time on any Banking Day to be effected no later than Close of Business on the next Banking Day shall be taken into account. Upon receipt of payment instructions through the Services the Bank will effect the relevant payment(s) in the manner set out in the Customer Handbook.
24. The Bank shall have no liability to the Customer in respect of any payment made by the Bank on foot of any forward value instruction where the notification to cancel was not received by the Bank by Close of Business on the Banking Day prior to the scheduled date of payment of such forward value instruction.
25. The Customer shall be responsible for ensuring the correctness and accuracy of all payment instructions and the Bank will have no obligation to check whether the name of the Payee or other information provided with the payment instruction is correct. Where an account number, sort code, IBAN or BIC is incorrectly stated on a payment instruction, the Bank shall have no liability for the non-execution or defective execution of the subsequent payment.
26. Without liability, the Bank may refuse to act on any payment instruction if the payment instruction does not contain the BIC and IBAN, or sort code and account number, or any other necessary unique identifier of the Payee. In the

event that the Bank refuses to process any such payment instruction, for this or any other reason, the Bank will advise the Customer accordingly.

27. In respect of payments instructions, the date of receipt of such payment instructions ("D") will, subject to any applicable Cut-Off Times, be that Banking Day where the payment instruction is received by the Bank. The Bank will process most payment instructions received such that the Payee bank will be credited within one (1) Banking Day of the date of receipt by the Bank of said payment instruction (D+1). The above referenced transaction processing times apply only to PSR regulated payments and any non-PSR regulated payments may take longer to process.
28. If you instruct us to make a payment from your account to an account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate.

Disputed or Unauthorised Transactions

[This section does not apply to Corporate Customers – see Condition 59 below]

29. The Customer must advise the Bank without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised or incorrectly executed transactions. You can notify the Bank, free of charge via the number listed on www.bankofirelanduk.com. It shall be the responsibility of the Customer to demonstrate to the satisfaction of the Bank that any such transaction was actually unauthorised or incorrectly executed, save where the Customer is a Micro-enterprise or Small Charity in which circumstances it shall be the responsibility of the Bank to demonstrate that any such transactions were authorised and correctly executed.
- (a) In the event of an unauthorised transaction out of the Account, the Bank will, subject to Conditions (c) and (d) below, refund the amount of such unauthorised transaction and, if applicable, will restore the Account to the state it would have been in but for the unauthorised transaction. If it is later determined that no refund should have been paid, the Bank will be entitled to recover it without any further reference to the Customer.
- (b) Where such unauthorised transactions have resulted from the loss, theft or misappropriation of any Security Instruments, the Customer will be fully liable for any such unauthorised transactions which occurred before such loss, theft or misappropriation was reported to the Bank, save where the Customer is a Microenterprise or a Small Charity in which circumstances the Customer will be liable for such unauthorised transactions up to a maximum of £35, unless the loss, theft or misappropriation of the relevant payment instruction was undetectable to it, or the Customer was not in a position to become aware of the loss, theft or misuse of the Security Instrument, in which case Microenterprises and Small Charities shall have no liability for any unauthorised transactions.
- (c) Where any such unauthorised transactions arise as a result of any fraud or gross negligence on the part of the Customer, the Customer shall be liable for the full amount of such unauthorised transactions.
- (d) If the Bank is responsible for the non-execution, late or defective execution of a transaction the Bank will take the necessary steps to ensure that the transaction is correctly executed and restore the Customer's account to the state it would have been in if the transaction had been correctly executed. Whether the Bank is responsible or not for non-execution, defective or late execution of a transaction the Customer has instructed the Bank to make, the Bank will, upon request from the Customer, make efforts to trace it and notify the Customer of the outcome.
- (e) Where any transaction is effected by the Bank in accordance with any unique identifier (e.g. sort code, account number, BIC or IBAN) as supplied by the Customer but the unique identifier supplied is incorrect, the Bank shall have no liability to the Customer in respect of such transaction. The Bank will however make all reasonable efforts to recover the funds involved in such transaction and may charge the Customer in respect of all reasonable costs incurred in recovering the funds on behalf of the Customer.
- (f) The Bank is not responsible for any losses caused where the Bank can show that a payment was made by it and received by the payee's bank within the time set out in these Conditions of Use or if the payment is not possible due to a regulatory or other legal reason.
- (g) You agree to cooperate with us and give us information we ask for if you have a complaint about your Account and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.

Customer Handbook

30. The Customer undertakes to comply with the provisions of the Customer Handbook which are designed to provide safeguards against unauthorised use and the Customer further undertakes to ensure that each and every Administrator and Authorised User complies therewith, and with the terms of the Conditions of Use. The Customer Handbook shall be treated as incorporated into these Conditions of Use. In the event of any conflict or inconsistency between the Customer Handbook and the terms of these Conditions of Use, then the latter shall prevail.

Appropriate Facilities

31. The Customer will, at its own expense and from time to time, provide and maintain facilities suitable for gaining access to the Services and shall be responsible for ensuring that these meet any requirements specified by the Bank from time to time.

Changes to the Agreement

32. The Bank reserves the right at all times to introduce new terms and conditions and to vary or amend the existing terms and conditions of the Agreement by giving two months' notice thereof to the Customer by whatever means the Bank, in its sole discretion deems appropriate, in which circumstances the Customer shall be free to dissolve the Agreement with the Bank and in so

doing shall forthwith discharge all and any outstanding liabilities to the Bank in respect of the Agreement. In the absence of any prior notice to the contrary, the Customer will be deemed to have accepted such revised terms and conditions with effect from their notified effective date.

33. In addition, the Bank reserves the right at all times to introduce new service fees or charges or to vary any and all existing service fees or charges by giving two months' notice thereof to the Customer by whatever means the Bank, in its discretion deems appropriate, save where the variation is to the benefit of the Customer in which circumstances the Bank may implement such variation with immediate effect and notify the Customer thereafter.
34. For Corporate Customers only, the two month notice periods referred to above will not apply and the Bank reserves the right to implement any such changes immediately and without any prior notice to such Corporate Customers.
35. Any new services (the "New Services") offered by the Bank to the Customer shall be subject to the terms and conditions applicable to the New Services and shall be capable of acceptance on behalf of the Customer by the Administrator; such acceptance to be in such form as the Bank may require at its discretion from time to time.

Provision of Services

36. The Bank shall not be obliged to provide the Services at all times or during any particular hours and may withdraw, suspend or restrict the Services temporarily without prior notice. In the event of the occurrence of a technical fault or other reason whereby payment cannot be made due to failure to achieve the Cut-Off Time for payments, such payment (in the absence of contrary instructions from the Customer) will automatically be made on the next Banking Day, in the case of domestic payments, and on the next day on which the recipient financial institution is open for business in the case of international payments (i.e. payments to accounts outside United Kingdom).
37. Acknowledgement by the Bank of receipt of payment instructions does not constitute confirmation of the effecting of those instructions, which are subject (inter alia) to available account balance. It is the responsibility of the Customer to log-in or otherwise access the Services to ascertain whether, and if so, when, such payment(s) has/have been made.

Force Majeure and Limitations of Liability

38. The Bank shall have no liability for delays, interruptions, errors or failures in the provision of the Services not within the reasonable control of the Bank including force majeure, those caused by failure or fluctuation of electrical power, industrial action, industrial disputes, breakdown or other malfunction of any Customer's or the Bank's telephone or other technical equipment including software and the Bank shall not be liable in contract or tort for any loss or damage claimed to have arisen as a result of the non-availability, non-functioning or malfunctioning of the Services or otherwise in connection therewith; without prejudice to the generality of the foregoing, the Bank shall have no liability whatsoever or howsoever arising if there is any delay in accessing, interruption or inability by the Customer to access the Services by means of the Authorised Networks.
39. The Bank shall not be liable for any consequential, special, secondary or indirect loss, or any loss of or damage to goodwill, profits or anticipated savings of the Customer or any third party (howsoever caused). The Customer acknowledges that the Bank shall not be liable for any losses, costs, damages, actions or expenses arising or occurring on the part of the Customer as a result of information being transmitted through the Authorised Networks becoming known to an unauthorised person by any means whatsoever unless any such losses, costs, damages, actions or expenses arise due to the gross negligence of the Bank.

Service Charges

40. The Customer agrees to pay to the Bank in respect of the Services an agreed service charge payable monthly in the manner prescribed by the Bank or any such other rate or percentage as may from time to time be notified by the Bank to the Customer, (such notification becoming effective four weeks from the date of such notice), such service charge to be debited by the Bank from time to time to the Nominated Account.
41. The Customer accepts that it will be liable and responsible for payment of charges incurred in respect of its accessing of the Services via the Authorised Networks.
42. Debit and Credit transactions effected through the Services are chargeable items at the relevant transaction rate notified to the Customer. Any other charges that apply in the normal course of business to any Originating Account and/or Customer Payee Account will continue to apply.
43. The Customer hereby authorises the Bank to debit the Nominated Account with all and any charges, fees and other sums whatsoever arising due and payable to the Bank by the Customer in relation to the Services.
44. If you use a TPP for services that concern your account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your account(s) or for using the Services.

Termination

45. The Services shall continue to be available to the Customer unless and until this Agreement is terminated in accordance with its terms.
46. The Customer may terminate this Agreement at any time on notice to the

Bank. The Bank may terminate this Agreement at any time on two months' notice to the Customer.

47. In addition to the general rights to termination as set out above, and without prejudice to any other rights under the Agreement, the Bank may terminate this Agreement and the Services immediately or, at the discretion of the Bank, block the use or operation of the Services in circumstances where:
- ▶ the Bank is made aware of the death, bankruptcy or other act of insolvency of the Customer;
 - ▶ the Customer has failed security checks in a manner that the Bank deems unacceptable;
 - ▶ there is a reasonable suspicion of unauthorised or fraudulent use of the Services; or
 - ▶ there has been a breach of these terms and conditions by the Customer.
48. Where the Services are so terminated or blocked, the Customer will be notified and where the Services are blocked, the Customer will be advised as to how the block may be removed.
49. Notwithstanding the bankruptcy, liquidation, administration, receivership administrative receivership or other incapacity of the Customer, or receipt by the Bank of written notice of termination in accordance with Condition 46 above, all payments made by the Bank by debiting an Originating Account will be valid and binding upon the Customer if made prior to receipt by the Bank of written notice of such bankruptcy, liquidation, administration, receivership administrative receivership or other incapacity or, in the case of termination under Condition 46 above, prior to the expiry of the notice referred to in the said Condition 46. Any such termination shall be without prejudice to the accrued rights of the Bank and obligations and liabilities of the Customer to the Bank as of the date of termination.
50. Upon termination of the Services in accordance with Condition 46 and 47, the Customer shall deliver to the Bank forthwith any and all documentation, or other material issued by the Bank to the Customer in relation to the Services.

Notice

51. Any notice required to be given by the Customer to the Bank in connection herewith shall be given
- a) in writing and sent by post addressed to the Bank at its place of business at Business On Line Support Unit, Bank of Ireland, Group Payments, Operation Centre (1st Floor), Cabinteely, Dublin 18 marked "Bank of Ireland BUSINESS ON LINE" (or such other address as may be notified by the Bank to the Customer from time to time);
 - (b) By completing the 'Business On Line' closure form available on the Bank's website;
 - (c) via the link on Business On Line itself (where available).

Notice required to be given by the Bank to the Customer shall be given by whatever means the Bank, in its discretion deems appropriate. Notice shall be deemed to have been received within 48 hours of its transmission by post and by electronic mail; at the time of its communication in the case of notice by telephone; at the time of its being placed in the case of message on accessing the Services; and at the time of its publication in the case of advertisement by newspaper.

Waiver

52. No time or indulgence which the Bank may extend to the Customer or any Administrator or Authorised User or any other person nor any waiver by the Bank of any breach of any term or condition of the Conditions of Use, the Application or the Customer Handbook shall affect the Bank's rights and powers thereunder.

Severability

53. Each of the provisions of the Conditions of Use is severable from the others and if at any time one or more of such provisions not being of a fundamental nature, is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Conditions of Use shall not in any way be affected or impaired.

Entire Agreement

54. These Conditions of Use supersede all prior agreements, arrangements and understandings between the parties and, together with the Application and Indemnity, the Account Form and the Customer Handbook constitute the entire agreement between the parties relating to the provision of the Services or any of them. You have a right to receive on request these Conditions of Use on paper or another durable medium.

Representations and Warranty

55. Each of the parties hereto hereby covenants, represents and warrants to the other that the execution and delivery of the Agreement is duly authorised and (where appropriate) will not contravene the Memorandum and Articles of Association (if any) or other governing authority of itself nor any agreement or other instrument which is binding on it.

Jurisdiction and Language

56. The Conditions of Use shall be governed by and construed in accordance with the laws of England & Wales. For the benefit of the Bank, the Customer hereby submits to the jurisdiction of England & Wales in relation to any claim or proceedings under the Conditions of Use. Where the account is held in Northern Ireland, the Conditions of Use shall be governed by the Laws of Northern Ireland and the Courts of Northern Ireland will have jurisdiction.

Where the account is held in Scotland, the conditions of use shall be governed by Scottish law and the Scottish Courts will have jurisdiction. The Customer further irrevocably submits to any other jurisdiction in which it has assets and hereby waives any objection to any claim that any suit, action or proceedings have been brought in an inconvenient forum. The English language is and will be used for the purpose of interpreting these Conditions of Use and for all communication in connection with the Services.

Complaints

57. We aim to provide a first-class service. However, we do realise that at times we may not meet the high standards you have come to expect from us. If you have a concern about any of our products or services, please tell us. We want to put things right – first time. Your comments help us to improve our services. If you want to make a complaint you can contact us in one of the following ways.
- ▶ In person – visit any of our branches and speak to a member of staff.
 - ▶ In writing – send a letter or fax to your Relationship Manager or your Branch Manager to: Free Post Bank of Ireland UK, Group Customer Complaints, PO Box 3191, Bristol, BS1 9HY.
 - ▶ By phone – call your Relationship Manager or your Branch Manager.
 - ▶ Via our website – www.bankofirelanduk.com/corporate/contact-us/your-complaint/
58. The Financial Ombudsman Service can help solve or settle disputes between banks and their customers. Ask us for a leaflet, or contact the Financial Ombudsman Service for more information including eligibility to refer your complaint via the contact options set out below.

The Ombudsman can be contacted at:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Tel: 0800 023 4567. Calls to this number are free from mobiles and landlines.
Tel: 0300 123 9 123. Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.
Outside UK Tel: +44 20 7964 0500
www.financial-ombudsman.org.uk

Corporate Customers

59. This Condition applies to Corporate Customers only. By acceptance of these Conditions of Use the Corporate Customer agrees that parts of the Payments Services Regulations shall not apply to the Corporate Customer. We explain what this means for the Corporate Customer in this Condition. In the event of a conflict between this Condition and any other Condition in these Conditions of Use, this Condition shall prevail.

Use of Security Instruments and presumption that all payments are authorised

- (a) The Corporate Customer will be responsible for ensuring that the Security Instruments are used in accordance with Condition 18 of these Conditions of Use. As outlined in Condition 20 of these Conditions of Use, the Corporate Customer irrevocably authorises us to act upon all instructions received through the Services which have been or appear to the Bank to have been transmitted using the Security Instruments without taking any further steps to authenticate such instructions. This means that any payments made by the Corporate Customer using the Security Instruments or initiated by the PISP on behalf of the Corporate Customer will be treated by us as authorised payments and as being correctly executed (unless the Corporate Customer can provide supporting evidence which is acceptable to us to show that the payment was not authorised).
- (b) Where the Corporate Customer asserts that a transaction is unauthorised, the correct use of the Security Instruments will be sufficient evidence that the Corporate Customer acted either fraudulently, or, failed intentionally, or, failed with gross negligence to comply with the relevant instructions. Where we believe that a Corporate Customer acted fraudulently or failed with gross negligence to comply with these Conditions of Use or the Customer Handbook we will not be required to provide supporting evidence in such circumstances.
- (c) We will not be required to prove that the payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency of the service provided by us. The Bank will be entitled to rely on its books and records kept by or on behalf of the Bank (whether on paper, microfilm, by electronic recording or otherwise) which shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied on by the Bank to prove that the transaction was authorised and correctly executed.

No liability for Unauthorised Transactions if Strong Customer Authentication is not required, or failure to notify that the Security Instruments were lost, stolen or misappropriated

- (d) The Corporate Customer will have to pay/bear all financial losses relating to any unauthorised payment transactions resulting from the use of the Security Instruments :-
- 1) where we did not require, or failed to accept, Strong Customer Authentication for a payment transaction or the creation of a recurring payment transaction made by either the Corporate Customer or the PISP;
 - 2) where we did not require, or failed to accept, Strong Customer Authentication for the request and collection of Direct Debit payment transactions where we request and collect Direct Debits on behalf of the Corporate Customer (who is the Direct Debit payee); or
 - 3) where the Corporate Customer (either fraudulently, intentionally or with gross negligence) failed to notify us that the Security Instruments have been lost,

stolen or misappropriated (unless the loss, theft or misappropriation of the Security Instruments was not detectable to the Corporate Customer or the loss was caused by an act or omission by us or anyone acting on our behalf). The Corporate Customer acknowledges that it should notify us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Security Instruments by contacting us via the Freephone number listed on bankofirelanduk.com and after such notification, the Corporate Customer will not have to pay/bear any financial losses after notification to us (unless the Corporate Customer has acted fraudulently).

Liability for non-execution, defective or late execution of payment transactions

- (e) The Corporate Customer agrees that when we process any payment, made by the Corporate Customer, initiated by a PISP, or where we request and collect Direct Debits on behalf of the Corporate Customer (who is the Direct Debit payee) we will rely on the:
- ▶ Bank Identifier Code (or 'BIC');
 - ▶ International Bank Account Number (or 'IBAN') that includes the account number and codes to identify the country, bank and branch of an account; or
 - ▶ the Sort Code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
 - ▶ Account Number (the number that identifies an account - usually 8 digits long), that is given with the payment.
- We are not obliged to verify or confirm any of these details. If these details are not correctly stated by you or by the PISP or any third party, or if any of these details are not provided to us, the payment may not be processed, may be processed late or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense and we will not be required to retransmit any payments that should have been made.
- (f) We are not responsible for any losses caused where we can show that a payment was made by us and received by the payee's bank within the time for that type of payment shown in the Transaction Information Box or if the payment is not possible due to a regulatory or other legal reason.
- (g) Where a payment is made by us, we will not be required to trace the transaction for the Corporate Customer. We may choose to assist the Corporate Customer and trace the transaction and contact the payee's payment service provider on behalf of the Corporate Customer. If we choose to make enquiries to trace the transaction we may seek to recover such fees and charges incurred from the Corporate Customer and by accepting these Conditions of Use the Corporate Customer agrees to pay all fees and charges once we have determined the full amount payable and advised the Corporate Customer of the amount payable.

Refund for Unauthorised Transactions

- (h) As outlined in paragraph (a) above, we will treat all payments made using the Security Instruments as authorised, however if the Corporate Customer provides supporting evidence to us that the transaction was not authorised, we will refund the account of the Corporate Customer for the amount of the transaction and restore the account to the state it would have been in but for the unauthorised transaction immediately and no later than the end of the business day after we have been notified by the Corporate Customer of the unauthorised payment transaction (which may be made by the Corporate Customer or initiated by a PISP). Such notification shall be provided to us on a date no later than 13 calendar months after the date of the authorised transaction;
- (i) We will not be obliged to refund the Corporate Customer if we have reasonable grounds to suspect that fraud has taken place and we have notified the Police accordingly;
- (j) If after we process the refund, we discover after further investigation of the matter that the payment was authorised by you, we are entitled to deduct the amount refunded from your Account and will advise you that we have done so.
- (k) Our obligation to refund the Corporate Customer in respect of an unauthorised transaction is subject to our right to set off this refund against any claim we may have against the Corporate Customer – for example any claim we may have against the Corporate Customer due to the Corporate Customer's failure to notify us that the Security Instruments have been lost, stolen or misappropriated or that the Corporate Customer has acted in a fraudulent or negligent manner.
- (l) We are not obliged to refund the Corporate Customer for payment transactions initiated by or through a payee.

Charges payable

- (m) We may charge Corporate Customers for the costs we incur in complying with any of our information obligations or any corrective or preventative measures we may need to take under the Payment Services Regulations. If we decide to charge Corporate Customers, where practicable, these charges and fees will be advised to Corporate Customers in advance but we are not required to provide two months' notice to Corporate Customers.

For the avoidance of doubt, Payment Services Regulations 66(1), 75, 77, 79, 80, 83, 91, 92 and 93 shall not apply to the Corporate Customer.

