CURRENT ACCOUNT and DEBIT CARD

Terms & Conditions

June 2019

St. Anthony's & Claddagh Credit Union Limited
8 – 9 Mainguard Street
Galway

Telephone Number: 091 537 200
Email Address: info@sacu.ie
Web Address: www.sacu.ie

St. Anthony's & Claddagh Credit Union Limited is regulated by the Central Bank of Ireland, registered number 381CU
This is an important legal document. Please read carefully and retain for future reference.

TABLE OF CONTENTS

DISTANCE MARKETING INFORMATION 1

PART A – CURRENT ACCOUNT 2

1. About Us 2
2. Your Agreement 2
3. Definitions Explained 2
4. Opening Your Account 4
5. Payment Instructions 5
6. Operation of Your Account 5
7. Joint Accounts 6
8. Lodgements and Payments to Your Account 7
9. Foreign Currency Payments 7
10. Clearing and Cut-Off Times 8
11. Lodgement and Self-Service Machines 9
12. Direct Debits 9
13. Standing Orders 10
14. Credit Transfers 10
15. Payments from Your Account 10
16. Payment Errors and Unauthorised Transactions 11
17. Fees, Charges and Interest 12
18. eStatements and Account Information 13

PART B – DEBIT CARD 14

19. Your Agreement and Card 14
20. Applying for and Activating Your Card 14
21. Using Your Card 14
22. Joint Accounts 14
23. Point-of-Sale Transactions 15
24. Contactless Transactions 15
25. Cardholder Not Present Transactions 15
26. Cash Withdrawals 16
27. Use of Card Abroad or in Foreign Exchange Transactions 16
28. Availability of Card Services 16
29. Authorising Transactions 16
30. Managing and Protecting Your Card 17
31. Termination, Cancellation or Suspension of Your Card 17
32. Loss or Theft of Your Card 18
33. Payment Disputes 19

PART C – OVERDRAFT FACILITY 20

34. Your Overdraft Facility 20
35. Overdraft Facility 20
36. Overdraft Limit 20
37. Balance for Overdraft Interest 20
38. Debit Interest 21
39. Surcharge Interest 21
40. Overdraft Period 21
41. Minimum Credit Period 21
42. Termination 21

43. Right of Withdrawal 22
44. Security 22
45. Fees & Expenses 22
46. Joint & Several Liability 22
47. Amendment 22
48. Credit References 22
49. Warranties 22

PART D – GENERAL CONDITIONS 23

50. Copy of Terms and Conditions 23
51. Assignment 23
52. Notices 23
53. Changes to this Agreement 23
54. Keeping Each Other Informed 23
55. Personal Data 24
56. Keeping Your Account Safe and Secure 24
57. Responsibilities and Limitation of Liability 25
58. Making a Complaint 26
59. Ending this Agreement and Interruption to Services 26
60. Set Off 27
61. Statutory Rights 27
62. Language 27
63. Legal Jurisdiction 27
64. Entire Agreement 27
65. Miscellaneous 27

PART E – STUDENT CURRENT ACCOUNTS 28

66. Account Transaction Fees, Maintenance Fees and Service Charges 28

PART F – SENIOR CURRENT ACCOUNTS 28

67. Account Transaction Fees, Maintenance Fees and Service Charges 28

DISTANCE MARKETING INFORMATION

Distance Marketing Information for Current Accounts applies to you if you have dealt with us at a distance e.g. phone, internet, post. In other words where there is no face to face contact between you and us.

This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time) (the "**Regulations**").

It should be read in conjunction with the terms and conditions applicable to your Account as they contain important additional information about who we are, the types of financial services that we offer, our charges and how to make a complaint.

Fees and Charges

1. Charges are set out in the Schedule of Fees and Charges for Current Accounts. We reserve the right to change the fees and charges relating to the Account under the Current Account Terms and Conditions. We are legally obliged to collect certain duties on behalf of the Government each year. Government duty on cards is included in the Schedule of Fees and Charges.

2. There may be additional costs or taxes payable by you which are not paid by us or imposed by us.

Your right to cancel the Current Account under the Regulations

3. If you open an Account with us you may cancel this contract in accordance with the Regulations within 14 days of the date on which we advise you that we have opened your Account.

4. To cancel, you should send an email to us or write or deliver a letter to us addressed to the contact details on the cover of this document.

5. If you exercise that right you must, within 30 days of cancellation, repay any sums outstanding on your Account together with interest to the date of repayment and return or destroy Cards which may have been issued to you.

6. We will pay to you any credit balance on the account on receipt of notice of cancellation in the manner provided at 4 above.

7. If you do not exercise this right to cancel you will remain bound by the terms and conditions for the account but you will continue to have the right to terminate the account with us as outlined in the next paragraph.

Other rights to terminate the Current Account

8. You may ask us to close your Account at any time. If you do, this Agreement will come to an end once both (a) we have paid you any balance on your Account; and (b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, charges and government duty).

9. If you fail to adhere to the terms of the Agreement we may terminate the contract by giving you at least 2 months' notice in writing.

Making A Complaint

10. If you are dissatisfied with any aspect of our Current Account service, contact us. Your complaint will be fully investigated and we will provide a written response or regular updates where an investigation is ongoing. In the event you are not happy with the outcome of your complaint or it is not resolved within 40 Business Days, you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, telephone: +353 1 567 7000, e-mail: info@fspo.ie, website: www.fspo.ie

11. 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.

Deposit Guarantee Scheme

12. The Deposit Guarantee Scheme administered by the Central Bank of Ireland applies to eligible Current Accounts and other savings held with us, subject to a maximum compensation of €100,000. Further details are available on request.

Governing Law

13. All our dealings with you, and the Agreement, will be governed by the laws of Ireland.

PART A – CURRENT ACCOUNT

1. About Us

Credit Unions have been serving communities in Ireland since the late 1950s. We are consistently the most trusted and highly regarded financial services provider. Your Credit Union Current Account operates on a dedicated BIC (Bank Identifier Code) and IBAN (International Bank Account Number) with a Mastercard® debit Card issued by Transact Payments Limited, pursuant to a licence from the Scheme, that may be used everywhere the Mastercard logo is displayed. Your rights and your obligations relating to the use of the Card are subject to this Agreement and in particular to Part B of this Agreement.

Credit Unions are regulated by the Central Bank of Ireland and your Credit Union has been approved to offer current account services.

The name of your Credit Union and contact details are printed on the cover page of this Agreement.

In this document, if we use words that start with a capital letter, that means the word has been defined in the 'Definitions Explained' section.

In order for you to receive a Current Account, Card, Overdraft Facility or any other services under this Agreement, you must be one of our members.

2. Your Agreement

2.1 When we say 'Agreement', we mean all of the following:

(a) the main terms and conditions for your Account made up of Part A and Part D, Part E and Part F of this document (the '**Terms and Conditions'**);

(b) the terms and conditions for any other services we provide that you may use in relation to your Account, as applicable (for example, Part B of this document which applies to your debit Card, Part C of this document which applies to your Overdraft Facility, and any other terms and conditions such as for our Online Services).

(c) your completed application, all of your Account mandates and all signing instructions regarding your Account;

(d) the Schedule of Fees and Charges applicable to your Account;

2.2 These documents may be amended from time to time and any changes form part of this Agreement.

2.3 We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Account through our Online Services, electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.

2.4 You can get copies of any of our Terms and Conditions and our Schedule of Fees and Charges from our offices or on our Website.

2.5 In this Agreement we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited to these examples.

2.6 The index and headings used in this Agreement are to assist you and do not form part of the legal agreement between you and us.

2.7 When a person performs a Transaction on your behalf in relation to your Account, these Terms and Conditions will apply just as if you had performed the Transaction yourself. Each reference to "you" in these terms and conditions should be read as such.

2.8 To the extent of any inconsistency between the documents making up this Agreement, the document listed higher in the list in clause 2.1 shall prevail (unless otherwise expressly stated in this Agreement).

2.9 The term of the Agreement is for an indefinite term from the date of Account opening until the Account is closed by either you or us in accordance with clause 59.

3. Definitions Explained

3.1 In this Agreement:

'**Account Transaction**' refers to the payment of money into or out of your Account.

'Account' or 'Current Account' means the personal current account opened by us in your name for you to carry out daily payment Transactions. It is considered a "payment account" for the purposes of the European Union (Payment Services) Regulations 2018.

'**Accountholder'** means the person(s) in whose name the Account is operated.

'Agreement' has the meaning given to that term in clause 2.1.

'ATM' means automated teller machine or cash machine.

Available Balance' means the value of funds available for your use in your Current Account.

'Business Day' means Monday to Friday, 9.00am to 5.00pm GMT, excluding bank and public holidays in Ireland.

'Card Issuer' means Transact Payments Limited which is an e-money institution authorised by the Gibraltar Financial Commission.

'Card Services' means the services that can be availed of using your Card.

'Card' means each Mastercard® debit Card, whether **Virtual** or **Physical**, issued by the Card Issuer to the Accountholder(s) which allows the Accountholder(s) to carry out Point of Sale, online and telephone Transactions, as well as withdraw money from an ATM. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated. The Card is a "payment instrument" for the purposes of the European Union (Payment Services) Regulations 2018.

'Cashback' means the option available from certain Retailers where, in addition to the purchase of goods or services, you can make a cash withdrawal by way of cashback.

'**Consumer Credit Law'** means the law, regulations and statutory codes which govern the Account or any overdraft you have with us including without limitation the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010 and the Consumer Credit Act 1995 as amended.

'Contactless Transaction' means a Transaction that is authorised by you touching or holding your Card or linked device against or near a POS Terminal without the need to insert your Card.

'Customer Services' means the call centre for dealing with queries about your Card. You can contact Customer Services by calling 01 693 3333, or contacting us directly.

'Cut-off Time' means the latest time in any Business Day that we can process a particular Transaction, request or instruction on that Business Day.

'Durable Medium' means a method of providing you with information addressed to you personally which enables you to store the information in a way that is accessible for your future reference for a period of time that is adequate for its purposes and which allows you to reproduce the information unchanged. This may include notifying you by letter or electronic communication attaching or linking to the relevant information.

'EEA' means any country that is currently a member of the European Economic Area. This may change from time to time;

'eStatement' means any document or statement provided or made available in electronic form.

'Expiry Date' means the expiry date embossed on your Card.

'Fee Quarter' means a consecutive three-month period in a calendar year (commencing on each of 1 January, 1 April, 1 July and 1 October), which we use to calculate account transaction fees. (Further details are available in the Schedule of Fees and Charges).

'Interest Quarter' means a consecutive three-month period in a calendar year (commencing on each of 1 January, 1 April, 1 July and 1 October), which we use to calculate interest we charge. (Further details are available in the Schedule of Fees and Charges).

'Joint Account' means an Account opened in names of two members.

'Joint Accountholders' means the persons in whose names the Joint Account is opened.

'Letter of Sanction' means the Letter of Sanction issued to you setting out the terms and conditions of the Overdraft Facility.

'Online Services' means the services that can be accessed via a web browser or through the online functionality available on our Website.

'Overdraft Facility' or 'Facility' means an authorised debit balance that may be offered to you at our discretion from time to time allowing your Account to go overdrawn up to an agreed Overdraft Limit.

'Overdraft Limit' means the amount of the authorised debit balance available in connection with your Overdraft Facility.

'Payee' means a person who receives a payment.

'Payer' means a person who makes a payment.

'Personal Data' means the registered personal identity details relating to the provision and use of your Card and Current Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number, Account number, Card number and Security Credentials. Full details of the Personal Data which we process are set out in our Privacy Policy.

'Physical Card' means a physical / plastic Card that can be used to carry out Transactions.

'PIN' means Personal Identification Number that is the security number provided for use with your Card.

'POS Terminal' or **'Point-of-Sale Terminal'** means an electronic device used by a Retailer to authorise and accept a Card Transaction.

'POS Transaction' or 'Point-of-Sale Transaction' means a Transaction in which the Card is used to purchase goods and services from a Retailer.

'**Privacy Policy**' means the document setting out the activities we carry out with Personal Data, available on our Website.

'Retailer' means a business that allows you to pay for goods or services using your Card or another form of payment instruction such as a direct debit or standing order.

'**Schedule of Fees and Charges**' means the information on fees and charges that we give you when you open your Account; and amendments or replacements issued to you from time to time. An up-to-date version of this schedule is available from any of our offices and on our Website.

'Scheme' means the Mastercard® card scheme. Mastercard is a registered trademark of Mastercard International Incorporated.

'Security Credentials' means the personalised security features we require you to use now or in future to (a) access your Account through our online phone and mobile banking channels; and (b) to authorise a Transaction. Sometimes we will give you the Security Credentials; in other cases, we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode (such as 3D Secure Passcode), security number or code (for example, those generated by a physical or digital security key), a response to push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.

'SEPA' means the Single Euro Payments Area as defined by the European Union from time to time. Full details of countries within SEPA are available on www.currentaccount.ie.

'SEPA Payments' means payments made within SEPA and which are subject to the SEPA Credit Transfer or SEPA Direct Debit Scheme Rules.

'SMS' means Short Message Service, also known as text message.

'Transaction' means the use of your Card or another form of payment instruction to make (i) a payment to any person; (ii) a purchase of goods or services from a Retailer; or (iii) a cash withdrawal from an ATM or other financial institution.

'Username and Password' means a set of Security Credentials selected by you in order to access Online Services

'Virtual Card' means a non-physical Card, the use of which is limited to online, phone or mail order purchases and which cannot be used to make a cash withdrawal from an ATM or bank. Any reference to cash withdrawals or to a Physical Card in this Agreement excludes the Virtual Card.

'We', 'us', 'our' or 'Credit Union' means the Credit Union of which you are a member, registered as a Credit Union by the Central Bank of Ireland under the Credit Union Act 1997 (as amended), whose registered name, registered address, telephone number, email address and website are printed on the cover page of this Agreement and its successors and legal or equitable transferees or assignees. We are entitled under the European Union (Payment Services) Regulations 2018 to provide payment services. The Central Bank of Ireland's register, which shows our regulatory status, is available at registers.centralbank.ie.

'Website' means our website through which our Online Services are made available and www.currentaccount.ie where specifically referenced.

'You or your' means you, the person who has entered into this Agreement with us by virtue of your use of the Account, a Card and / or an Overdraft Facility in accordance with this Agreement. If you have a Joint Account, refences in this Agreement to 'you' and 'your' includes both the Joint Accountholders, together and separately.

4. Opening Your Account

4.1 You can open an Account in your sole name or in joint names with another person if you are resident in the Republic of Ireland. If you are 16 or 17 years of age, we require the consent of your parent or guardian for you to open an Account.

4.2 Your Account is for your personal use only and shall not be used for business purposes, or for charitable, group, association or other organisation purposes.

4.3 Your Account must not be used for any illegal purposes.

4.4 We have the right not to allow a Payer (other than you) to pay cash or a paper payment into your Account at our offices. We may request that such payments be made electronically from another financial institution.

4.5 Your Account will operate in Euro

4.6 The operation of your Account is also subject to general law and regulation, including but not limited to

(a) banking and payments regulation,

(b) anti-money laundering and terrorist financing regulation,

(c) data protection regulation,

and we may suspend the operation of your Account generally and/or refuse to process or execute individual Transactions when required to do so by law. Where permitted, we will advise you if we have blocked your Account or stopped any Transaction.

4.7 Any items that we may issue to you to be used in connection with your Account remain our property (or the Card Issuer's property) at all times.

4.8 Before we open an Account, we may require proof or updated proof of your identity and permanent address. We may also need information to enable us to comply with our tax reporting obligations. Your account may not become active until requested documents and information have been received and are approved.

4.9 From time to time, we may need you to provide or update information about you or documents we hold to identify you or to enable us to comply with our tax reporting obligations. If we are not provided with the updated information this could lead to us not carrying out a Transaction on your Account or having to suspend or close your Account. You must promptly advise us of any change to relevant details including where your tax residency changes.

4.10 There may be circumstances where we refuse to, and/or cannot, open an Account.

5. Payment Instructions

5.1 You are responsible for ensuring that instructions to pay money into and out of your Account are correct and accurate.

5.2 You agree that when we process any payment to or from your Account, made by yourself or by a third party, we will rely on the BIC (the Bank Identifier Code), IBAN (the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account), that is given with the payment. If these details are not correctly stated by you or by the third party, the payment will be processed in accordance with those incorrect details, and we are not liable to you or anyone else if that results in any loss or expense.

5.3 If we receive a payment or payment instruction that does not have the information that we need to identify the account that is to receive the payment, for example, an IBAN and BIC, we may refuse to process it. We will tell you if we refuse to process a payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.

5.4 If we receive a payment or payment instruction after the relevant Cut-off Time, we will not process it until the next Business Day. There are different Cut-off Times for different account Transactions. Please contact us if you have a query on Cut-off Times.

5.5 If we receive a payment or payment instruction on a non-Business Day, we will treat it as if we had received it on the next Business Day.

5.6 The financial institution where the Payee's account is held controls payment into that account. We are not responsible for that.

5.7 Where we receive a number of payment instructions and you do not have sufficient funds in your Account to meet them all, we may prioritise the payments in such order as we decide.

5.8 If a payment into your Account is received on a Business Day, the relevant Cut-off Time has not passed, and the payment does not require currency conversion, other than a conversion from Euro to another member state currency, or vice versa, we will credit your Account with the payment on the same Business Day that we receive it. All other payments requiring a conversion will be credited to your account as soon as the relevant conversion has been completed. You also agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your Account.

5.9 When you (or anyone else) lodge cash in Euro to your Account in our offices, we will process it and immediately credit your Account.

6. Operation of Your Account

6.1 At all times, your Account must be operated in credit unless we have granted you an Overdraft Facility. You must ensure that you have sufficient funds in your Account to meet all payments to be made from the Account.

6.2 Without prejudice to any agreed Overdraft Facility and Overdraft Limit, we may at our discretion permit you to overdraw in excess of an agreed Overdraft Limit or where no Overdraft Limit has been agreed. However, permitting an excess on any particular occasion or occasions (however frequent) shall not oblige us to do so on any other occasion and will be subject to specific limits.

6.3 Where we, in the absence of an Overdraft Facility, have permitted you to overdraw on an Account, the amount overdrawn will be repayable on demand.

6.4 You must always ensure that there are sufficient cleared funds in your Account (plus, where applicable, any unused agreed Overdraft Facility) to complete a Transaction, including the application of interest and charges.

6.5 We may cancel a standing order on your Account if it is unpaid on more than one occasion and we reasonably think that the cleared balance (including any arranged Overdraft Facility) on your Account is unlikely to be sufficient to meet future payments under the standing order.

6.6 We can refuse to pay a direct debit from your Account if that would mean that your Account goes overdrawn or goes over an agreed Overdraft Limit (where there is one).

6.7 If we do not allow a payment, you will be responsible for any unpaid item charges.

6.8 If you do not have sufficient funds to cover a payment, or you exceed your agreed Overdraft Limit, but we allow the payment anyway, you may be responsible for any referral item charge, debit interest and surcharge interest. For details on unpaid and referral item charges, please see our Schedule of Fees and Charges which is available on our Website.

6.9 If a sufficient cleared balance (plus, where applicable, any unused agreed Overdraft Facility) to cover payment is not available on your Account on the Business Day on which any such Transactions are due to take place, we cannot guarantee that the payment will be made.

6.10 However, if at any time such Transactions would result, without prior arrangement, in the Account being overdrawn or the agreed Overdraft Limit being exceeded, we may exercise our sole discretion and without contacting you, allow an overdraft to be created or allow your Overdraft Limit to be exceeded. We may at our discretion refuse to allow a payment or withdrawal, which would create an unauthorised overdraft or exceed any agreed Overdraft Limit on your Account. Please note that payments or withdrawals we refuse to process will be returned unpaid without notification or advice to you. The giving of notice or advice to you on any occasion or occasions shall not oblige us to notify or advise you on any subsequent occasion.

6.11 You may not use Online Services to create any indebtedness to us or cause your Overdraft Limit to be exceeded. Accordingly, any instruction for any Transaction involving a withdrawal from your Account received through the Online Services will require you to have sufficient cleared funds in your Account or a sufficient Overdraft Facility available on your Account in order to enable us to complete the instruction.

6.12 If you go overdrawn without authorisation, exceed your agreed Overdraft Limit or your Account does not operate in credit for a minimum of 30 days (consecutively or otherwise) in any 12-month period, this may affect your credit rating and future access to credit.

6.13 If your Account becomes overdrawn without our agreement or you exceed any agreed Overdraft Limit, even if due to an irregular account charge or surcharge or debit interest, then fees will be payable as detailed in our Schedule of Fees and Charges and may be varied from time to time in accordance with clause 53.

7. Joint Accounts

7.1 If your Account is held jointly in the name of two persons at any time, each of you is jointly and severally liable under these terms and conditions and for any instruction we get from either of you. This means we can ask both or any one of the Joint Accountholders to:

(a) pay us any money owing to us in connection with your Account; and

(b) meet any obligation concerning your Account.

7.2 Unless we have agreed that we need the consent of each Joint Accountholder or have a legal obligation to get this consent, we can act on the instructions of only one of you. This means any one of you can ask us to do certain things with the Account without the other Joint Accountholder knowing, including taking all or any of the money out of the Account, asking for communications (including statements) to be provided electronically or on paper, applying for credit or ending services on the Account. We require instructions from both Joint Accountholders to close a Joint Account, and to change the contact person or address on the Joint Account.

7.3 When we send any notice to any one of you (including any eStatement or statement or document in paper form) this will be deemed to be notice to both of the Joint Accountholders.

7.4 Unless we have a legal obligation to do so we will not ordinarily ask or enquire about the reasons for any instructions or reconfirm these instructions with the other Joint Accountholder even when there is a dispute among the Joint Accountholders.

7.5 Either Joint Accountholder may choose to disclose information in relation to the Account to third parties (for example, their accountant or financial advisor). This may result in the personal data relating to the other or both Joint Accountholders being disclosed to a third party. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.

7.6 If you choose to disclose information in relation to the Account to a third party, it may result in the personal data relating to the Joint Accountholders being disclosed to that third party. Before you do so, you should make sure that the other Joint Accountholder is happy for you to share their information in this way.

7.7 We will communicate with Joint Accountholders at one of the contact details you give us. The Joint Accountholder we communicate with will be chosen by us unless both Joint Accountholders agree on the primary contact for the Joint Account. The person we contact is responsible for sharing this information with the other Joint Accountholder and we will assume you are happy for us to communicate with all of you this way.

7.8 If we become aware of a dispute between you, we may stop accepting instructions in relation to the Account, unless they are given by both Joint Accountholders or the dispute has ended. However, we do not have to

do this and we can still follow the instruction given by the relevant parties acting in accordance with this Agreement.

7.9 When your Joint Account is closed, we may pay any money we hold to both or either of the Joint Accountholders, depending on the Joint Account signing instructions.

7.10 Unless you have instructed us otherwise in writing and in a form agreed by us, if you have a Joint Account and one of the Joint Accountholders dies, any funds left in the Account and any interest that has accrued, will be paid to or at the order of the surviving Joint Accountholder, subject to our right of set-off, compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioner's clearance, if applicable.

8. Lodgements and Payments to Your Account

8.1 When you lodge a paper payment (for example, a cheque) into your Account, we send it to the Payer's financial institution and ask if they will pay it. When the Payer's financial institution receives the paper payment and decides that it can be paid from the Payer's account it is said to be "cleared for withdrawal".

8.2 When you consider how much you can withdraw from your Account (including how much you can overdraw if you have an agreed Overdraft Limit), you should not count in the value of any paper payment lodged into your Account until it has been cleared for withdrawal.

8.3 It can take up to 5 Business Days to clear for withdrawal a paper payment that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from an account in a financial institution in Northern Ireland or abroad or from a Government office.

8.4 Whether or not a paper payment is cleared for withdrawal, and the length of time to do so, depends on the Payer, and the Payer's financial institution. Not every paper payment is eventually cleared for withdrawal. It is possible for a paper payment to be returned unpaid to us instead. If a paper payment is returned to us unpaid, we will take the amount of the paper payment back out of your Account, without prejudice to our right to recover from you directly.

8.5 We can delay or refuse to accept a lodgement or payment to your Account for any valid reason (for example, if we believe the lodgement or payments to be fraudulent or unlawful).

8.6 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you to show us (and allow us copy) proof of your identity for example, a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud.

8.7 You should only lodge a paper payment (for example, a cheque) that is payable to you, to your Account. If we allow you to lodge any other paper payment you must compensate us (when we ask you) if we suffer a loss or have to pay an expense as a result.

Important: You need to take great care when a paper payment is paid into your Account and has not yet cleared for withdrawal. In your Account statement or eStatement, online Account details and balance given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on clause 5.4. You should not assume a paper payment has cleared for withdrawal just because we show it in an Account statement, eStatement, online or at an ATM.

9. Foreign Currency Payments

9.1 If you lodge a paper payment (for example, a cheque) in a currency other than Euro to your Account, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account.

9.2 If the Payer's financial institution returns unpaid a paper payment in a currency other than Euro, we calculate the amount we take back using our exchange rate for that currency on the date we take the unpaid paper payment back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.

9.3 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 using our exchange rate for that currency.

9.4 If you instruct us to make a payment in a currency other than the currency of the Account you are making the payment to, the recipient's financial services provider may convert the payment into the currency of the account you are making the payment to. We are not responsible for the exchange rates or fees and charges applied by these financial services providers.

10. Clearing and Cut-Off Times

10.1 The following table sets out when payments to your Account will be available for you to use and, if applicable, when we start to calculate interest on them. Clearing times for any payments not mentioned in the table below will be dependent on the type of payment concerned. The timeframes assume we have received the payment before the Cut-off Time on a Business Day. If we receive the payment after the Cut-off Time on a Business Day, the payment will be deemed to have been received the following Business Day.

Payments received before the Cut-off Time on a Business Day	Available to use (when the funds clear)	Value determined for interest purposes
Electronic payments: a) where there is no currency conversion; b) where there is a currency conversion between EEA currencies; or c) made between accounts held with us in Ireland.	The Business Day the funds are received by us.	The Business Day the funds are received by us.
All other electronic payments.	This will vary depending on the currency of the payment and/or the country it comes from.	The Business Day the funds are received by us.
Cash in Euro and Euro drafts issued by us.	Usually immediately and always on the Business Day the lodgement is received by us.	The Business Day the lodgement is received by us.
Euro cheques and other paper based payments (e.g. drafts) from another account held with us in Ireland, or another Irish financial services provider.	Within five Business Days	The Business Day the lodgement is received by us.
All other paper based payments	This varies depending on the currency of the payment and/or the country it comes from.	This varies depending on the currency of the payment and/or the country it comes from.

10.2 Whether or not we can process a payment instruction to or from your Account on the Business Day we receive it depends on whether we receive it before or after the relevant Cut-off Time.

10.3 Cut-off Times vary depending on the type of payment we are instructed to make, the type of instruction and the way we are instructed.

10.4 If we receive a payment instruction before the Cut-off Time on a Business Day, we will process it that Business Day.

10.5 If we receive a payment instruction after the Cut-off Time on a Business Day (or on a day that is not a Business Day), we will generally process it on the next Business Day, although we may process it on the Business Day we receive it.

10.6 Depending on the type of payment instruction, you can find details of our Cut-off Times by asking us by phone or at our offices.

10.7 The clearing times set out in the table above for paper based payments are guidelines only and may be extended through delays in the post or other legitimate reasons. For example, sometimes where a cheque, draft or other paper based payment is presented to us for lodgement, we may not be able to accept it for immediate lodgement to your Account and instead may need to request collection of payment from the Payer's financial services provider. We then have to wait for the payment from the Payer's financial services provider. The time this takes depends on the individual financial services provider and the country it is based in. This may take a number of weeks and the amount will not be lodged to your Account until we have received the payment.

10.8 If funds, cheques, drafts or other paper-based payments are lodged to your Account in an office other than our registered office or through an agent, it may take us at least one extra Business Day to process. Once the lodgement has been processed by us, we will credit the amount to your Account with effect from the date we process the lodgement.

10.9 Please note that, even after the above timeframes have passed and cheques, drafts and other paper based payments have cleared, such items may be returned unpaid (for example, if a cheque "bounces" or is returned as "refer to drawer") in accordance with clause 8.4.

11. Lodgement and Self-Service Machines

11.1 You can lodge certain paper payments and banknotes (or a mixture of these) to your Account by using a lodgement machine, where available. Coins cannot be lodged in this way.

11.2 If you use a lodgement machine to lodge paper payments (other than cash) we will not treat the paper payment lodgement as received by us until we have taken it from the lodgement machine and checked it. We will only credit your Account with a paper payment express lodgement when we have received and processed it. When you make a cash lodgement using a lodgement machine it will be made immediately available and credited to your Account.

11.3 If we find a suspected counterfeit banknote in an express lodgement, we will retain it and the value of it will not be credited to your Account. If, following investigation, the suspected counterfeit banknote proves to be genuine, the value of it will be credited to your Account.

11.4 If any express lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent paper payments, we make an appropriate correcting entry in accordance with clause 16.

11.5 We may limit the amount of cash you can lodge using an express lodgement. These limits will be shown on notices in our offices and may vary from time to time.

11.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the paper payments lodged until we have processed them.

11.7 If we find a difference between the value of the paper payments you have inserted in a lodgement machine and the value you have confirmed while using it, we will let you know. The amount we find actually contained in the lodgement will be the amount we lodge.

11.8 Once cash is lodged using any of our self-service machines, the lodgement instructions cannot be withdrawn.

11.9 You agree to accept the testimony of any employee of ours who processed a lodgement, as to how much he or she found in a lodgement machine (but not where it is clear that we or our employee made a mistake).

12. Direct Debits

12.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ('**Scheme Rules**').

12.2 An authorised Direct Debit Originator ('**Originator**') is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.

12.3 The Originator can take a payment from your Account if both (a) you have authorised a direct debit instruction in the Originator's favour; and (b) the Originator has followed the Scheme Rules.

12.4 We are entitled to rely on this instruction received from the Originator's payment service provider in order to make a payment from the Account.

12.5 The payment must be in Euro and the account to which funds are being transferred must be within the Single Euro Payments Area (SEPA).

12.6 We can refuse to pay a direct debit payment request from your Account to the Originator if that would mean your Account goes overdrawn or goes over an agreed Overdraft Limit (where there is one).

12.7 Any agreement you have with an Originator is not changed when you cancel a direct debit instruction with us. We have no obligation to you or to the Originator to put in place alternative arrangements to pay money you owe the Originator.

12.8 You can request a refund of a direct debit payment up to eight weeks from the date that any direct debit was paid from your Account.

12.9 You must contact us in writing (or any other way we allow) to avail of this refund right.

12.10 We have no duty to you in relation to goods or services supplied by an Originator.

12.11 You may instruct us in writing (or any other way we make available to you) to:

(a) limit any direct debits to a particular amount and/or period;

(b) block any direct debit payments from your Account until you have agreed to have the block removed;

(c) create a list of Payer accounts to which direct debit payments from the Account are permitted; and/or

(d) create a list of Payer accounts to which direct debit payments from the Account are not permitted.

12.12 In order to cancel or amend either a direct debit payment or a direct debit mandate, you must contact the Originator with whom you have agreed the terms of a mandate. You must let us know as soon as possible and no later than the end of the Business Day before the Business Day the scheduled direct debit payment is due if you would like us to block or refuse a payment or to notify us of the inclusion of that Originator on a list of Payer accounts to which direct debit payments from the Account are not permitted or otherwise. If your written instruction to cancel arrives later than that, and we make a direct debit payment, we will not be liable to you or anyone else for any loss or expense which results.

Important: The mandate will continue to be valid until such time as any cancellation has been finalised directly with the originator in accordance with the terms and conditions relating to the mandate.

12.13 Where you instruct us to make a payment on a specified date in the future, we will take it that the payment instruction has been received on the date you have requested the payment to be made and will process the payment on that date. If that requested date is not a Business Day, we will process the payment on the next Business Day.

13. Standing Orders

13.1 A standing order is an instruction to make payments from your Account to an account with us or another financial institution for fixed amounts, at regular intervals.

13.2 The payment must be in Euro and the account to which funds are being transferred must be within the Single Euro Payments Area (SEPA).

13.3 A standing order must include a valid IBAN for the account you want to transfer funds to and/or any other information that we might need. You can also give us a reference number that we will include with all payments.

13.4 A standing order can be set up, amended or cancelled by completing the relevant instruction using our Online Services or in one of our offices.

13.5 You can (a) postpone an individual payment under a standing order; or (b) change or cancel a standing order set up on your Account, using our Online Services or by giving us written instruction no later than the end of the Business Day which is two clear Business Days before the standing order is due to be paid. If your written instruction to postpone, change or cancel arrives later than that, and we make a standing order payment, we will not be liable to you or anyone else for any loss or expense which results. You will need to take our Cut-off Times into account when setting up, postponing, changing or cancelling any standing order and these are available on request.

13.6 We may cancel any standing order if you miss three consecutive payments because you do not have enough money in your Account.

13.7 If you have an agreement with a Payee to pay a sum by standing order, that agreement is not changed if you cancel the standing order. We have no obligation to you or to the Payee to make alternative arrangements to pay money you owe the Payee.

14. Credit Transfers

14.1 A credit transfer is a single payment from your Account to another account.

14.2 A credit transfer can be set up by completing the relevant credit transfer instruction by using our Online Services or in any of our offices.

14.3 A credit transfer instruction must include the information we need to identify the account you want to transfer funds to (for example, an IBAN (International Bank Account Number), and the recipient's name on the account). We will tell you what details we need when you give us the instruction.

14.4 If you wish for a credit transfer to reach the recipient's account by a specified time/date, the relevant Cut-off Times will need to be considered.

14.5 A credit transfer instruction cannot be cancelled or amended once we have started to process it.

15. Payments from Your Account

15.1 In order for us to follow a withdrawal or payment instruction:

(a) you must have sufficient funds in your Account to cover the payment or an agreed Overdraft Limit which will cover the amount of the instruction;

(b) our procedures must be complied with (for example, we must receive all of the information we need to process that instruction); and

(c) our security requirements must be followed (for example, entering your PIN if using a Card, or inputting your appropriate Security Credentials when using our Online Services).

15.2 We may delay or refuse to make a payment from your Account for any valid reason (for example, where the information we have been supplied with is incorrect or for security reasons). If possible, we will tell you our reason for doing so and what we need from you in order to make the payment. For payments set up through our Online Services, you should monitor your Account to track your payments.

Important: Limits apply to the amounts that can be transferred through our Online Services (please see our Website for more information on these limits).

15.3 If you can make payments from your Account using our Online Services, you may be able to set up, amend or cancel payments through certain third parties (for example, if you are paying for something online and elect to pay directly from your Account without using a Card). In these circumstances, you will be accessing

your Account via a third party through our Online Services. Therefore, the terms and conditions of the relevant Online Services will apply (including any applicable spending limits, fees and charges, signing instructions and Cut-off Times). Please check our Website for more information.

15.4 Where payments from your Account are initiated by third parties, we will take it that the payment instruction has been received when the third party sends us the final instruction (even if you have authorised the payment earlier).

15.5 If you wish to amend or cancel a payment initiated through a third party, you must follow the third party's procedures as well as ours.

15.6 Where we accept a payment instruction, we will ensure that the recipient's financial services provider is paid within the following timeframes (assuming we have received a completed instruction before the relevant Cut-off Time on a Business Day):

Type of Payment	**How long before it will reach the recipient's financial service provider**
Payments in Euro to any EEA country	Minimum of same Business Day and at the latest by the end of the next Business Day after we receive the payment instruction. This time limit may be extended by a further Business Day where you initiate a payment by using a paper form.
Payments in Euro to all other countries	This varies depending on the country you are sending the payment to. We will take reasonable steps to ensure that your instructions are carried out in a timely manner. Any timeframe that we give you will be indicative only and we do not guarantee that it will be met in every case.

Important: Where you wish to make a payment by a particular deadline, you should allow for additional time to make sure the recipient's financial services provider processes the payment on time.

15.7 We do not have to follow a payment instruction if we have a legitimate reason not to, including if:

(a) the Transaction has not been authorised, applicable payment instructions have not been completed or we have not been provided with all the information we need;

(b) we reasonably think that a payment into or out of an Account is connected to fraud or any other criminal activity;

(c) you do not have sufficient funds to make the payment and pay all applicable charges;

(d) by carrying out the instruction we might break a law, regulation, code or other duty that applies to us; or

(e) it is for a payment involving one or more of a limited number of listed countries where we will not trade.

15.8 Where we are given incomplete, unclear, inconsistent or mistaken instructions we will not be responsible for acting in accordance with any part of those instructions or for any delay or error which arises as a result. We may, at our discretion, refuse to execute such instructions.

15.9 If we do refuse to make a payment from your Account, where we are permitted to do so, we will let you know either in person, over the phone, via our Online Services or by any other means permitted.

Important: We may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying payments to and from your Account for any valid reason (for example, where we suspect fraud, money laundering, terrorism, we believe we have been provided with incorrect information or we have concerns about the security of your Account). Where we do so, we may contact you or your authorised representative to re-confirm the instructions. We are not responsible for any loss or damage that might be caused as a result.

16. Payment Errors and Unauthorised Transactions

16.1 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant Payer in order to assist their recovery of the misdirected payment(s). If there are insufficient funds in your Account, then you will still be responsible for the payment of this amount, to include any costs or expenses we incur.

16.2 Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any charges associated with doing this and we may take any amount you owe us from your Account.

16.3 You must tell us about any Transaction that you did not authorise, or any Transaction that was not done correctly, as soon as possible at the first available opportunity but no later than thirteen months after the date of the Transaction. You can notify us free of charge via the contact details on our Website or by calling or visiting our offices.

Important: We will normally say that there has been undue delay to notify us if you fail to do so within 30 days after receipt by you of a statement or payment advice detailing the relevant Transaction. In any event, a failure to notify us within thirteen months of the Transaction will always amount to undue delay.

16.4 Our records of Transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a Transaction that, in the absence of obvious error, these records are evidence of dealings in relation to your Account.

16.5 If an unauthorised payment is made from your Account, we will, subject to 16.6 and 16.7, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid, we will be entitled to recover it from your Account without further reference to you.

16.6 If any unauthorised payments came about because a payment instrument (for example, your Card) or Security Credentials were lost, stolen or misappropriated, and this is reported to us as soon as possible after you become aware of it, the maximum you will have to pay is €50. If the loss, theft or misappropriation of the payment instrument (or Security Credentials) was not detectable to you then you will have no liability for any unauthorised Transactions except where you have acted fraudulently.

16.7 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud by you, or because you failed intentionally, or by behaving with gross negligence, to fulfil your obligations under this Agreement.

16.8 If any authorised Transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the Transaction and restore your Account to the way it would have been if the Transaction had not happened.

16.9 We will not be responsible for any losses caused if we make a payment for you that contained an incorrect account number and sort code (or IBAN and BIC) supplied by you. We will make every reasonable effort to get back any money involved in the Transaction for you. We may charge you for any reasonable costs that we have to pay in getting this money back for you.

16.10 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via phone call, SMS message or email as appropriate. If we deem it necessary, we may block your Account and will advise you of the block and how it may be removed.

16.11 We may decide, at any time and without contacting you, to settle and pay any claim by a third party arising from payments to or from your Account. Any amount paid by us may be debited from any account in your name (including, where necessary, the opening of a new account for that purpose).

17. Fees, Charges and Interest

17.1 We may charge account transaction fees for Account Transactions. These are shown in the Schedule of Fees and Charges. We calculate the amount of your account transaction fees every Fee Quarter. You can see a list of the dates on which we calculate and charge account transaction fees in our Schedule of Fees and Charges. We always have the choice to change these dates.

17.2 We may take any fees, charges and interest that you owe us, either from any amount paid, or to be paid, from your Account (where relevant) or directly from your Account. We may debit your Account even if it causes it to become overdrawn. If it is not possible to debit the amount due from your Account, we may take it from any other account you have with us or we may set up a new account in your name to do so. Where we calculate that you owe us an amount on a non-Business Day, we may debit that amount from your Account on the next Business Day.

17.3 We charge an account maintenance fee that is debited every Fee Quarter along with any Transaction fees that may apply.

17.4 There are service charges for particular services, for example when we provide or renew an Overdraft Facility. We will generally charge them to your Account when we provide the particular service. These are also shown in the Schedule of Fees and Charges.

17.5 We have a legal duty to collect government duty that you owe concerning your Account, for example, duties on debit cards.

17.6 You permit us to collect from your Account any of the fees, service charges and government duty that you owe, on the date or dates we select.

17.7 We may, from time to time, make changes to and/or introduce new fees, charges and interest rates in accordance with clause 53. All of our interest rates are variable (which means that they may go up and/or down) and the composition of them may change from time to time. For details of the overdraft interest rates that apply at any given time, please see your eStatement or Account statement.

17.8 We will charge debit interest on all debit balances. The rate of debit interest we apply to an agreed Overdraft Facility will be stated in your Letter of Sanction. If you do not have an agreed Overdraft Limit, the rate of any debit interest you are charged on any debit balance will be set out in your eStatement or Account statement.

18. eStatements and Account Information

18.1 An eStatement will be provided to you quarterly containing information on all payments to and from your Account and any fees or charges applied for the time period covered by the eStatement. You can ask us to provide you with an eStatement for your Account on a more frequent basis, free of charge, but no more frequently than monthly. Each statement will contain information on all payments to and from your Account and any fees or charges applied for the time covered by the statement.

18.2 Information in relation to Transactions, including the facility to print eStatements, is available on our Online Services.

18.3 Once your Account is registered for Online Services, you will have access to eStatements for your Account and you will not automatically receive paper copies of statements for your Account. If you request a paper copy of an eStatement (either in our offices or by post) this will be deemed as a request for a duplicate statement and a fee will be applied.

18.4 You agree that any obligation to provide you with documents or statements in this Agreement or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant eStatement or make it available to you electronically in a Durable Medium.

18.5 Any reference to documents or statements in this Agreement or any other terms and conditions agreed between us, shall include a reference to eStatements as the reference so requires. eStatements can be viewed by you and will be stored by us in accordance with our Online Services terms and conditions. We will send an email notification to you at the email address you have provided for Online Services when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this on Online Services. You can opt out of receiving email notifications by editing your preferences on Online Services. If you opt out of receiving email notifications, you will be deemed to have received an eStatement once that eStatement is made available on Online Services.

Important: It is your responsibility to check your statements and any other information we give you. If you are unsure or think there may be a mistake with any Transaction, you should contact us as soon as possible.

PART B – DEBIT CARD

19. Your Agreement and Card

19.1 Your Card is issued by the Card Issuer pursuant to a licence from the Scheme. By accepting the terms of Part B of this Agreement, you are entering into a direct contract with Transact Payments Limited and your rights and obligations relating to the use of the Card are subject to this Agreement. Part B will only apply to you if we provide you with a Card.

20. Applying for and Activating Your Card

20.1 To apply for and use a Card you must be at least 16 years of age, have an Account and be resident in the Republic of Ireland. If you are 16 or 17 years of age, we require the consent of your parent or guardian for you to apply for and use a Card.

20.2 Card applications may be made using Online Services or at our offices.

20.3 When you receive your Card, you must sign the signature panel on the back of the Card immediately and then activate the Card by undertaking a Transaction using your PIN at an ATM or POS Terminal.

20.4 If activation of your Card does not take place within 60 days of the issue of the Card, in the interest of Card security, the Card will be cancelled and a new Card application will be required. The activation of your Card shall mean acceptance of these Card terms and conditions.

20.5 On receiving the PIN advice slip, you must memorise the PIN and then immediately destroy the PIN advice slip. You must never write down or store the PIN with the Card or in any way which could be understood by someone else. Please see clause 30 below for further requirements.

20.6 The Card is for your sole use and is not transferable. The Card can only be linked to the Current Account for which it was issued. You must keep the Card secure at all times and not allow any other person to use it, including allowing another person to execute Transactions on your behalf.

20.7 The Card remains the property of the Card Issuer. We reserve the right at any time to cancel, suspend, recall or retain the Card. We may at our sole discretion refuse to re-issue, renew or replace any Card.

21. Using Your Card

21.1 We agree to provide you with a Card in your name. It is for your sole use.

21.2 You can use your Card with the PIN for a cash withdrawal from your Current Account from any ATM with the Mastercard symbol (excluding any Virtual Card).

21.3 You may use your Card for purchases in Euro or a foreign currency if all these conditions are met:

(a) Your Card has not been deliberately altered or defaced in any way.

(b) The Expiry Date on your Card has not passed.

(c) You have a sufficient Available Balance in your Account to meet the payment.

(d) The withdrawal limits and Point of Sale Transaction limits which apply to the Card will not be exceeded.

(e) You have not breached this Agreement or any of the Terms and Conditions of your Account.

(f) You give the correct Security Credentials if required.

21.4 Unless we inform you otherwise, you can use the Card at any Retailer who accepts the Scheme to carry out Transactions.

21.5 There are certain circumstances where a Retailer may require you to have an Available Balance greater than the value of the Transaction you wish to make and you will only be charged for the actual and final value of the Transaction. Retailers may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or rental car reservations. In the event that a Retailer has prior authorisation on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.

21.6 Your Card cannot be used where such Retailers are unable to obtain online confirmation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths). We accept no liability if a Retailer refuses to accept payment using the Card.

22. Joint Accounts

22.1 If you have a Joint Account, although you may each have your own Card, you are each responsible and shall be jointly and severally liable for all Transactions carried out by any Card and for repayment of any

borrowing that arises on your Current Account. You shall remain so liable not withstanding any cancellation of this Agreement or termination of the mandate for the operation of such Joint Account.

22.2 Prior to us taking action on an instruction received to effect a Transaction in respect of a Joint Account, we may require a written instruction from both Joint Accountholders.

23. Point-of-Sale Transactions

23.1 When using your Card for purchases from a Retailer, you may be asked to either enter your PIN or, for Contactless Transactions, hold your Card against a POS Terminal.

23.2 For Transactions that require a Card to be inserted into a POS Terminal, you will generally be prompted to input your PIN into the POS Terminal. A Retailer may require your signature to authorise a Transaction where they do not have a chip and PIN facility.

23.3 Daily limits apply to the number of POS Transactions and the value of purchases that can be made on any one day using your Card. These limits are available on request.

23.4 We have no obligation to you or the Retailer concerning goods or services provided. You should contact the Retailer if you have any query or dispute about the goods or services they provide.

23.5 We have no obligation, responsibility or liability to you if a Retailer refuses to accept your Card or if the Retailer fails to contact us for authorisation where required.

23.6 Once you have authorised a Point-of-Sale Transaction, it cannot be subsequently revoked (whether or not a voucher is signed or a PIN number verified). Where you have authorised a Retailer to set up a continuous payment instruction on your Card and you wish to cancel it, you must send a written cancellation notice to the Retailer and keep a copy of the letter. Service of such a cancellation notice on a Retailer shall not constitute, or be deemed to constitute, service of any such notice on us and we are bound to continue following any valid payment instructions we receive from you, except as otherwise set out in this Agreement.

23.7 When a Point-of-Sale Transaction is authorised by use of a Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Point-of-Sale Transaction was authorised by you.

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

23.9 We are not liable where a Retailer:

(a) refuses to accept a Card;

(b) refuses or fails to verify that it is you using the Card; or

(c) makes an error in the Transaction or processing it.

24. Contactless Transactions

24.1 You can use your Card to make purchases for low value Transactions without using your PIN.

24.2 When using your Card for a Contactless Transaction, the Card will be detected and payment completed without entering your PIN.

24.3 From time to time, for your security, you will be asked to insert your Card and enter your PIN when conducting a Contactless Transaction.

24.4 There is a limit on the value of each Contactless Transaction set by the Scheme.

25. Cardholder Not Present Transactions

25.1 You may carry out a Card Transaction when you are not in the physical presence of a retailer (e.g. purchases online and over the telephone). The is called a '**Cardholder not present transaction**' and the Retailer may request any or all of the following details (i) your Card number (ii) your Card validation CVV – last 3 digits on the back of your Card (iii) your Card Expiry Date (iv) your name, address and telephone number (v) the address to which the goods or services should be delivered, and (vi) the amount charged, date and time.

25.2 You may be required to provide Security Credentials in order to complete an online transaction. It is your responsibility to ensure we hold your up to date mobile phone number to ensure you have continued use of the service used to verify your Security Credentials (such as Mastercard® SecureCode™).

25.3 If we authorise a payment to a Retailer as a Cardholder not present transaction this will immediately reduce the Available Balance in your Current Account (including any agreed Overdraft Limit if you have one) by the payment amount.

25.4 Some Retailers will apply for pre-authorisation of a payment when you give them your Card number e.g. booking a hotel room, hiring a car. The pre-authorisation amount will reduce the Available Balance on your Current Account, as set out in clauses 21.5 and 25.3 above.

25.5 When a Cardholder not present transaction is authorised by the use of verification of Security Credentials, this will be regarded as conclusive evidence that the Cardholder not present transaction was authorised by you. Use of any specific verification method by you is subject to the terms and conditions of such verification method.

25.6 You should only make purchases from known and trusted Retailers. If a person misuses the information you provide in a 'Cardholder not present transaction', we are not liable for any loss you suffer as a result.

26. Cash Withdrawals

26.1 You can use your Physical Card in conjunction with your PIN to withdraw cash from an ATM where the MasterCard symbol is displayed or at Retailers who offer Cashback. When you make a withdrawal, the amount of the withdrawal will be deducted from your Current Account and it will be immediately reflected on the Available Balance.

26.2 In respect of withdrawals from an ATM using your Card, daily limits apply in relation to the number of ATM withdrawals and the amount of funds that can be withdrawn from your Current Account on any one day. These limits will be available upon request. ATM providers and retailers may apply their own limits to cash withdrawals and these may be lower than the daily limit set by us.

27. Use of Card Abroad or in Foreign Exchange Transactions

27.1 Your Card may be used in most countries worldwide. The use of your Card while outside Ireland is subject to local legal and regulatory requirements and your Card may not be used in a foreign country for a purpose which is illegal under the laws of that country.

27.2 If you use your Card for a non-Euro Transaction or withdraw cash in a country that is not a member of the Euro, the amount of any non-Euro Transaction will be converted to Euro at the rate of exchange (as determined by Mastercard) applicable on the date the Transaction or withdrawal is debited to your Current Account in accordance with the procedures of the applicable Scheme rules. Accordingly, the date of conversion may not be the date of the Transaction or withdrawal. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Current Account. You agree that any change to the exchange rate may be applied immediately and without notice to you. We have no control over when the Transaction or withdrawal will actually be processed by the Scheme.

27.3 Non-Euro Transactions will attract additional fees and charges and are charged to your Account as they occur, typically the date the Transaction is posted to your Current Account. These fees and charges are outlined in our Schedule of Fees and Charges. In addition, some ATM providers in other countries may charge a fee for use of their ATM facilities.

28. Availability of Card Services

28.1 We shall not be responsible or liable for any malfunction, fault, suspension, breakdown, interruption or delay in providing the Card Services, or any other operational or technical problem with any system or service used to process Transactions using Cards. We may without liability to you suspend or discontinue Card Services from time to time for such period of time as we deem necessary, including when required to do so to remedy any security problem or comply with any legal requirement.

28.2 Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Customer Services to notify us of any problems you are experiencing using your Card and we will try to resolve these as soon as possible.

29. Authorising Transactions

29.1 You will need to give your consent to each Transaction so that we can check it is genuine by, where applicable, a) using your PIN or other Security Credentials personal to you; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to you and/or your Card. Once you have given such consent to the Transaction, it will be deemed to be authorised.

29.2 The time of receipt of a Card Transaction authorisation is when we receive it. If a Card Transaction authorisation is received after the relevant Cut-off Time on a Business Day then it will be deemed to have been received on the next Business Day. Our Cut-off Times are available upon request.

29.3 Once a Transaction has been authorised by you and received by us, it cannot be revoked.

29.4 Where a Retailer's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State, we shall ensure the cash transfer to the Retailer's payment service provider within 4 Business Days following the day on which the Transaction order is received.

29.5 Certain Retailers may not accept payments made through the Card and we accept no liability for this: it is your responsibility to check the restrictions of each Retailer.

30. Managing and Protecting Your Card

30.1 When making online Transactions you may be required to enter a passcode or other form of valid Security Credentials. Such passcode may be sent to your mobile number we hold on file for you. To complete such a Transaction, you will need to enter the passcode provided. If you use a specific verification service, such use will constitute acceptance of the terms of use of that service. The terms of use for the relevant security service can be found on our Website. If the verification service confirms that, you agree that we can conclude that the Transaction was made by you. You must make sure that we have your up-to-date mobile phone number to send notifications because if we do not have a valid mobile phone number for you, you may not be able to use your Card for online Transactions.

30.2 You must make sure that a Card Transaction including the amount is correct before you enter your PIN or any other Security Credentials.

30.3 We shall send you a PIN by post or SMS for use with your Card. You will need this PIN in order to make cash withdrawals from an ATM or at a bank.

30.4 If you forget your PIN, you should contact Customer Services for a PIN reminder, which will be sent to you by SMS or post. You may also request a PIN replacement from Customer Services, which will be sent to you by post.

30.5 You must not give your Card or PIN to any other person or allow any other person to use it.

30.6 You are responsible for your Card, PIN, Username and Password and any related security details and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):

(a) memorising your PIN as soon as you receive it, and destroying the letter or other authorised communication used to transmit it to you;

(b) never writing your PIN or Security Credentials on your Card or on anything you usually keep with your Card;

(c) keeping your PIN and Security Credentials secret at all times for example, by not using your PIN or Security Credentials if anyone else is watching.

30.7 Failure to comply with this clause 30 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability shall be as set out below at clause 32.

30.8 If you believe that someone else knows your Security Credentials, PIN or Card security details, you must notify us by contacting us or Customer Services immediately.

30.9 You may request us to suspend your Card temporarily via Online Services (in some cases) or by contacting Customer Services. We may do this but you will not be able to use your Card until the suspension has been lifted as your Transactions will be declined. We will lift such a suspension at your request if it was originally requested by you.

30.10 In the event that we suspect or believe that your Card may be subject to any fraud or security threats, we will notify you, having established your identity, by telephone and/or by SMS. It may not always be possible for us to contact you before we suspend or cancel your Card or decline a Transaction but we will do our best to do so. This is done for your protection and we are not responsible for any loss or damage that might be caused as a result. If we have to cancel your card due to suspected fraud, we may have to contact third parties such as the Gardaí and pass on any relevant information to them. We will do so, only if necessary and you will be required to cooperate with any resulting investigation.

30.11 Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it through the signature, magnetic strip and chip.

30.12 Where your Card is faulty due to our error, our liability shall be limited to replacement of the Card.

Important: If you do not comply with this Agreement and someone else finds or knows your PIN or Security Credentials, they could use your Card without your permission. You may be responsible for any loss suffered.
When we say you must destroy your Card, we mean that you must cut your Physical Card through the signature, magnetic strip and chip. It also means that you must deregister or delete all Virtual Cards or digital versions of that Card.

31. Termination, Cancellation or Suspension of Your Card

31.1 If you have ordered your Card online, you may cancel it free of charge before activating and using it, and up to 14 calendar days after the date of activation (the '**Cancellation Period**') by writing to us. This does not apply to replacement Cards where the cancellation period for the original Card has expired.

31.2 You may also cancel your Card at any time by contacting us.

31.3 Once your Card has been cancelled, it will be your responsibility to destroy your Card(s).

31.4 You will not be able to use your Card following its Expiry Date, and Part B of this Agreement shall no longer apply to you from the Expiry Date unless you are issued with a replacement Card.

31.5 In the event that we do suspend or terminate your Card then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in a Transaction if a suspension has taken place.

31.6 You can stop using your Card at any time. However, if you want to cancel your Card, you will need to contact us and destroy your Card.

31.7 If your Current Account is closed, your Card will be automatically cancelled.

31.8 We can cancel your Card at any time by giving you at least two months' notice. However, we can cancel or suspend your Card immediately (or on less notice) and/or refuse to issue or replace a Card, if:

(a) we have the right to cancel your Current Account in accordance with clause 59.4;

(b) you fail to provide the Personal Data necessary for us or the Card Issuer to comply with our respective legal obligations and to fulfil this Agreement;

(c) we cannot process your Transactions due to the actions of third parties;

(d) we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes;

(e) we reasonably suspect that the security of the Card has been compromised;

(f) you use (or allow someone else to use) your Card improperly, illegally or for criminal activity or if we suspect this to be the case; or

(g) we must do so to comply with any law, regulation or direction from a relevant authority or Court.

31.9 In addition to the above, we may suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if a Transaction has been declined because of a lack of Available Balance.

31.10 If your Card is being cancelled by you or us, the Accountholder must:

(a) provide for any payments not yet processed and pay any fees or charges owed to us;

(b) cancel any payment due to be made to or from the Card; and

(c) destroy and, if requested by us, return your Card to us.

31.11 A Card must not be used after this Agreement has ended, the Card has expired, been cancelled or suspended, or if the Card has been reported lost, copied, stolen, or its safety has been compromised.

32. Loss or Theft of Your Card

32.1 You are responsible for protecting your Card.

32.2 You must contact us without delay by calling us or Customer Services if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any Card-related Security Credentials are known to an unauthorised person or you think that a Transaction has been incorrectly executed. You must inform us by calling Customer Services. We may ask you to confirm this notification in writing within seven days (or 21 days if you are abroad). You must not use the Card again.

32.3 If our investigations reveal that you authorised a disputed Transaction or that you acted fraudulently or that you negligently or with intent breached the terms of this Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.

32.4 Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.

32.5 Replacement Cards will be sent to the most recent address you have provided and may be subject to a fee.

32.6 You agree to cooperate with our agents, any supervisory authority, the Gardaí and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.

32.7 In the event that you inform us of an unauthorised or incorrectly executed Transaction without undue delay, and in any event no later than 13 months after the debit date, we will refund the amount immediately unless we have any reason to believe that the incident may have been caused by a breach of this Agreement, through gross negligence or we have reasonable grounds to suspect fraud.

32.8 In the event of a non-executed or defectively executed Transaction, we will make immediate efforts to trace the Transaction and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such Transaction, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.

32.9 In the event that a Transaction that was executed within the EEA arrived later than it should have according to the terms of this Agreement, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.

32.10 In the event that a Transaction is made which is initiated by a Payee, we will provide a refund of that amount, subject to clause 32.11, only in circumstances where you can prove that:

(a) the exact Transaction amount was not specified when you authorised the payment; and

(b) the amount of the Transaction exceeds the amount that you could have reasonably expected, taking into account your previous spending pattern, the terms of this Agreement and the relevant circumstances of the case.

32.11 The refund referred to in clause 32.10 will not be provided if:

(a) the amount relates to currency exchange fluctuations;

(b) you have given your consent to execute the Transaction directly to us;

(c) information on the Transaction was provided or made available in an agreed manner to you at least 4 weeks prior to the due date of the Transaction; or

(d) you request the refund from us later than 8 weeks from the date on which it was debited.

32.12 You can limit your own losses if you tell us immediately when your Card has been lost, stolen or used without your permission. The same applies if you believe someone else knows your PIN or other Security Credentials.

32.13 You will be liable for the full amount of the unauthorised Transactions if they were made:

(a) because of any fraud or gross negligence by you;

(b) the Card was lost or stolen and the PIN or other Security Credentials became available to the finder or thief or someone else had access to the Card;

(c) someone possesses the Card with your consent and uses it or gives it to someone else; or

(d) you do not co-operate fully with us or others in any investigation concerning the theft or loss of the Card or any attempt to retrieve it.

33. Payment Disputes

33.1 If you dispute the subject-matter of a Transaction that you have authorised and which has been processed on your Card, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Card.

33.2 If there is a dispute about your Account or Card, you accept that the records kept by us or on our behalf are sufficient evidence of your Card's use. If a Transaction is made using your Card with the PIN, the Card reader in a Contactless Transaction or your Security Credentials, you agree that we can conclude that the Transaction was made by you.

PART C – OVERDRAFT FACILITY

34. Your Overdraft Facility

34.1 Your Overdraft Facility is made available by us pursuant to the Letter of Sanction which we send to you confirming your Overdraft Facility. Your rights and obligations relating to the use of the Overdraft Facility are subject to this Agreement, including this Part C and the Letter of Sanction. Part C will only apply to you if we provide you with an Overdraft Facility.

34.2 Where there is any conflict between the Letter of Sanction and this Agreement, the Letter of Sanction shall prevail.

34.3 You are deemed to have accepted these Terms and Conditions when you first avail of and drawdown the Overdraft Facility and on every subsequent drawdown and renewal of the Overdraft Facility unless you have otherwise agreed to these Terms and Conditions.

35. Overdraft Facility

35.1 Where a Facility has been granted on an Account, the Account must be operated within the Overdraft Limit applicable to the Account.

35.2 You may apply for an Overdraft Facility on your Current Account. The approval of an Overdraft Facility on your Account is at our discretion and subject to credit assessment. An Overdraft Facility is only available to those aged 18 years or over unless we grant you an exemption at our discretion. You may overdraw your Account only if we have granted an Overdraft Facility or otherwise as set out in this Agreement. Your Account must operate in credit or within any agreed Overdraft Limit.

35.3 You may drawdown the Overdraft Facility at any time up to a maximum of your approved Overdraft Limit (or any increase or decrease of it as notified to you) on your Account on which the Overdraft Facility is made available.

35.4 All amounts drawn and outstanding under the Facility and all interest and other sums payable or repayable in respect of the Facility, at our discretion, are due on demand.

36. Overdraft Limit

36.1 If we agree an Overdraft Facility with you, or agree to vary an existing Overdraft Limit, we will write to you confirming the amount of the Overdraft Limit or the new Overdraft Limit and other key terms of the Overdraft Facility which will apply together with this Agreement.

36.2 We may, at our discretion, amend the Overdraft Limit on your Account, subject to giving you prior written notice in accordance with applicable law. Additionally, some overdrafts agreed by us will be subject to review at a specified “review date”. Subject to our overriding right to call for repayment on demand or to amend the terms of the Overdraft Facility, any authorised Overdraft Limit will be available until further notice or until any specified review date.

36.3 We are not obliged to permit you to exceed the Overdraft Limit. However, if on any occasion or occasions (however frequently) we do permit you to exceed your Overdraft Limit:

(a) this is not, in any circumstances, to be taken as an implied increase in your Overdraft Limit;

(b) we will not be obliged, in any circumstances, to permit you to exceed your Overdraft Limit on any other occasion or occasions; and

(c) you will be liable for any surcharge interest in accordance with the terms of the Letter of Sanction.

36.4 Nothing in the Letter of Sanction or this Agreement shall be construed as requiring us to provide any further credit to you and the provision of any further credit shall be solely at our discretion.

36.5 At your request we may at any time, at our sole discretion, reduce or increase the Overdraft Limit. We may also at any time, at our own initiative and discretion, reduce the Overdraft Limit by giving you 10 days prior notice in writing of such variation or such other notice as is legally required. If you request the variation, we may notify you that it is to take effect immediately. On a reduction of your Overdraft Limit any debit balance in excess of the Overdraft Limit will become immediately repayable and subject to a surcharge in accordance with clause 39. If you request and we agree, at our discretion, to increase your Overdraft Limit we will confirm this in writing.

37. Balance for Overdraft Interest

37.1 Overdraft interest is calculated on the daily overdrawn balance on the Account.

37.2 Overdraft rates may be changed from time to time in accordance with clause 53.

38. Debit Interest

38.1 Debit interest is interest you have to pay us on any debit balance on your Account up until that overdrawn balance is repaid, whether we have agreed an Overdraft Limit with you or not.

38.2 Debit interest is calculated on a daily basis on the daily debit balance on your Account and charged quarterly. Interest charged to your Account will itself bear interest until it is paid and a credit balance is restored (regardless of any other rights we may have in relation to interest you have not paid).

38.3 Interest will accrue from day to day and will be payable as well after as before any judgment or demand. Details of interest rates and how they are calculated are available from our offices.

38.4 Overdraft interest will be debited to your Account quarterly (or such other intervals as may be agreed) in arrears and on final payment.

38.5 The rate of debit interest we apply to an agreed overdraft will be stated in your Letter of Sanction. If you do not have an agreed Overdraft Limit, the rate of debit interest you are charged on any debit balance will be set out in your Account statement and available on request.

38.6 The interest rate applicable to the Overdraft Facility is a variable rate. We can change the debit interest rate up or down at any time at our discretion. If we increase the debit interest rate, we will give you notice as set out in clause 53.

39. Surcharge Interest

39.1 In addition to debit interest, surcharge interest will apply to any drawings in excess of the agreed Overdraft Limit. Such excess drawings, if any, cannot under any circumstances be taken by you as an implied increase in your Overdraft Limit. Our current rate of surcharge interest rate is set out in our Schedule of Fees and Charges.

39.2 Surcharge interest is charged on any debit balance on your Account which has not been authorised by us. Surcharge interest may arise where:

(a) you overdraw your Account but do not have an agreed Overdraft Limit with us;

(b) you exceed your agreed Overdraft Limit with us; or

(c) an overdrawn balance remains unpaid after the date your Overdraft Facility has terminated or been withdrawn. This clause applies even where the overdraft is within an agreed Overdraft Limit.

39.3 Where surcharge interest applies, it will be additional to any debit interest you pay.

39.4 Any surcharge interest arising will be calculated and debited to your Account in the same manner as debit interest. The rate of surcharge interest is available in our Schedule of Fees and Charges.

40. Overdraft Period

40.1 The Overdraft Facility is for a period of 12 months and will be reviewed at the end of that period unless it is reviewed sooner because the operation of your Account is not conforming with this Agreement, or you are otherwise in breach of this Agreement. The start date of the Overdraft Facility is valid from the date specified in the Letter of Sanction.

41. Minimum Credit Period

41.1 The Overdraft Facility is subject to the condition that your Account on which the Overdraft Facility is made available, must operate in credit for a minimum of 30 days (consecutively or otherwise) in any 12-month period after activation of the Overdraft Facility and any subsequent renewal thereof.

42. Termination

42.1 You may terminate your Overdraft Facility at any time provided your Account is operating in credit.

42.2 Subject to applicable law, we may at any time demand full repayment of your overdraft or terminate, restrict or defer any right conferred on you by this Agreement or the Letter of Sanction in relation to your overdraft in any way we consider appropriate. On receipt of a demand for repayment of the overdraft, you must stop making withdrawals on your Account.

42.3 Subject to us providing you with notice under applicable law, if you breach this Agreement, we may immediately cancel the Overdraft Facility, demand immediate repayment, reduce the Overdraft Limit and/or otherwise treat any of your rights as terminated, restricted or deferred in any way we consider appropriate.

42.4 Subject to applicable law, we will give you 10 days prior notice of any demand for payment of Overdraft Facilities if you have defaulted in payment of any other sums owing on any other Account with us.

42.5 Where overdraft interest is payable, it will be detailed in the Letter of Sanction and may be varied from time to time in accordance with clause 53.

42.6 We will comply with consumer credit law if we stop any Overdraft Facility when we close your Account.

43. Right of Withdrawal

43.1 In addition to your contractual right to terminate your Overdraft Facility at any time in accordance with clause 42, you also have the right under applicable law to withdraw from your Overdraft Facility within 14 calendar days of receiving the Letter of Sanction. If you withdraw from your Overdraft Facility within the withdrawal period you must repay, within 30 days of dispatching notice to us of your withdrawal, the amount borrowed with interest to the date of repayment. If you do not exercise your right of withdrawal the terms of your Overdraft Facility will continue to apply.

44. Security

44.1 Security may be required before we grant an Overdraft Facility. Unless we otherwise agree in writing, any security required by us as a condition of agreeing an Overdraft Facility must be provided to our satisfaction before you may use the Overdraft Facility.

45. Fees & Expenses

45.1 You will pay on demand and fully indemnify us against all costs and expenses (including, without limitation, overdraft fees, debt recovery and legal fees) and VAT thereon incurred by us in connection with the set up and renewal of the Overdraft Facility and/or in connection with the preservation or enforcement of our rights in relation to the Overdraft Facility.

46. Joint & Several Liability

46.1 If your Account is a Joint Account, the liability of each Joint Accountholder for the Overdraft Facility shall be joint and several and the act of default of either of the Joint Accountholders shall be deemed to be the act or default of both of the Joint Accountholders. We may release or grant time or indulgence to, or release, either of the Joint Accountholders without affecting our rights against the other Joint Accountholder.

47. Amendment

47.1 This Part C shall continue to apply to your Overdraft Facility unless and until altered by us in accordance with clause 53. We may notify you of changes to this Part C in accordance with clause 53.

47.2 Changes in interest will be made in accordance with clause 53.

48. Credit References

48.1 You acknowledge that we may carry out enquiries and provide information to credit reference agencies, the Central Credit Register and/or the Irish Credit Bureau in connection with your Account. These enquiries will be conducted when you apply for an Overdraft Facility. Enquiries may also be conducted at the time of any renewal, review or variation of an existing Overdraft Facility and in the event of any breach of any terms and conditions attaching to your Overdraft Facility.

49. Warranties

49.1 In connection with any Overdraft Facility, you hereby warrant to us that, on an ongoing basis:

(a) all information supplied by you to us is true, accurate and complete in all material respects;

(b) you have made full disclosure to us of all information relating to you and your financial affairs as are material or ought to be made known to any lender proposing to provide an Overdraft Facility to you;

(c) there are no pending or to the best of your knowledge, information and belief, threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you;

(d) you have not applied for or been subject to a Debt Relief Notice, Debt Settlement Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012 and have never made any arrangement with creditors, had any court judgments for debt made against you or been in arrears with any existing or previous loan, or have been the subject of any analogous insolvency processes or proceedings in another jurisdiction;

(e) the entry into the Overdraft Facility and the acceptance of the Letter of Sanction and this Agreement by you and the performance of your obligations thereunder will not violate any applicable law or regulation or any agreement or document to which you are a party or which is binding on you; and

(f) there has been no adverse material change in your financial circumstances in the last five years.

49.2 These warranties are deemed to be given on the acceptance of the Letter of Sanction on each day that interest is payable under the Overdraft Facility and on the date of any renewal of the Overdraft Facility.

PART D – GENERAL CONDITIONS

50. Copy of Terms and Conditions

50.1 A copy of the Agreement is available on our Website and in our offices free of charge and on demand.

50.2 We can provide you with a copy of this Agreement in electronic or paper form or a copy in a larger print if you contact us to request it. If we ask you to do so, you agree to print or download any documents we provide to you in electronic form.

51. Assignment

51.1 To the extent permitted by law, we may assign, novate or transfer our rights, benefits and/or obligations in relation to this Agreement and we may impart any information concerning you or the Current Account or Overdraft Facility to any actual or proposed assignee, novatee or transferee (and you hereby consent in advance to any such novation or transfer). Our successors, assignees, novatees and transferees will be able to enforce and proceed upon the Agreement as if a party thereto.

52. Notices

51.2 Any notice or demand in respect of the Current Account, Overdraft Facility or this Agreement may be served by us on you personally or by being left at or posted to your address last known to us. Any notice or demand so served shall be deemed to have been served on you (i) when served (if served on you personally); (ii) when left at your address last known to us or (iii) two days after posting (if sent by post) and in providing service by post it shall be sufficient to show that the notice was properly addressed and posted notwithstanding that it was in fact delivered or was returned undelivered.

53. Changes to this Agreement

53.1 We may add to or change this Agreement at any time. We may add new fees and charges or change existing fees and charges at any time.

53.2 We will tell you, usually 2 months in advance, if we add to or change this Agreement or if we add new fees and charges or change existing ones. The type and amount of notice that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, telephone (including SMS or recorded message), Online Services, on our Website, by notice published in a national daily newspaper or display in our offices or other means of communication we deem appropriate.

53.3 If we change or add to this Agreement, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and close your Account before the change comes into effect but first you must pay us any money, interest, fees, charges or government duty that you already owe in connection with your Account.

53.4 If you do not ask us to end this contract or close your Account under clause 53.2, you are deemed to accept the changes which we tell you about under clause 53.1 on their effective date.

53.5 There are certain circumstances where we may give you shorter notice than two months or where we will not tell you about changes or tell you about changes after we make them. This may happen where:

(a) the change is in your favour (for example, we reduce fees and charges on your Account);

(b) the change is required under law or regulation by a particular date, and there is not sufficient time to give you notice;

(c) the change is to introduce a new product or service that you can use in relation to your Account;

(d) the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or

(e) the change relates to certain benefits that may apply to your Account that are subject to eligibility criteria and their own terms and conditions.

54. Keeping Each Other Informed

54.1 You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you do not tell us promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else.

54.2 When you tell us that your situation or details are changing (for example, your name, postal address, email address, mobile phone number), we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures.

54.3 We may monitor or record any communications between you and us including telephone calls. We can use these recordings for a variety of reasons (for example to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).

54.4 Where we are allowed by law, we may contact you in any variety of ways, such as in person, using our Online Services, by post, electronic or telecommunication means or any other way available to us.

54.5 Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if mis-delivered or returned undelivered).

54.6 Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, via any message facility available through our Online Services) is considered to have been received by you at the time it is sent.

54.7 We never ask for security details or any confidential information about your Account by email. Do not reply to an email asking for this information.

55. Personal Data

55.1 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 Privacy Policy accessible at our office and on our Website. It may change from time to time.

55.2 We will access, process and retain personal information about you, your Account and any payment instruction we receive in respect of your Account, in order to provide our services.

55.3 Any documents or records in any format that we have (including any electronic records of the use made of your Account even if such electronic records were originally held by us in paper form) may be retained, produced and relied on by us as evidence of facts or events related to dealings on the Account.

56. Keeping Your Account Safe and Secure

56.1 We will do all we reasonably can to prevent unauthorised access to your Account and to make sure it is secure. 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 this Agreement. This section sets out what you need to do to protect your information and Account.

Important: Where we suspect fraud or money laundering on your Account, we may investigate and/or stop payments to and from your Account and/or suspend or close your Account. We may also contact you to re-confirm your instructions. This could result in payments to and from your Account being delayed and/or refused. We are not responsible for any loss or damage that might be caused as a result.

56.2 If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account, we will contact you as soon as possible in writing or over the phone (unless we are prohibited by law from doing so). Please note that we will never request your personal details (for example account numbers or Security Credentials) via letter or email. If we contact you by phone, we may need to identify you. We will do this by asking for certain information known only to you. However, we will never ask you to make payments from your Account to any other account or ask you to provide your Security Credentials.

56.3 You must:

(a) follow instructions we give you in order to protect your Account from unauthorised access;

(b) ensure your arrangements for receiving information from us are safe and secure;

(c) make sure when you are contacting us, that you choose a method that is safe and not public;

(d) keep any items you may have to make payments from your Account, such as a Card, safe and secure; and

(e) keep your Account details and your Security Credentials safe.

56.4 You should always check the amount of any payment before you authorise it.

56.5 Please remember that communications made via the internet, a mobile phone or a tablet may not be secure and could be intercepted by third parties.

56.6 You should also check your Account records as often as possible. You need to be aware that if you do not keep your Account safe and secure, you may be responsible for any resulting losses you suffer.

Important: You must tell us immediately if you think an unauthorised person can access, or has accessed, your Account or if you have lost any item that you use to make a payment from your Account, such as a Card or Security Credentials or where you suspect the safety of any of those items has been compromised.

57. Responsibilities and Limitation of Liability

57.1 The exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

57.2 We shall not be liable for any loss arising:

(a) from a change to your contact details that you have not told us about;

(b) from any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

(c) from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

(d) from any use of your Current Account, Card or Overdraft Facility that is contrary to this Agreement;

(e) for goods or services that are purchased with your Current Account, Card or Overdraft Facility; and

(f) for any damages due to loss, fraud or theft that you have reported to us 13 months or longer after the event.

57.3 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.

57.4 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

57.5 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

57.6 You will have no claim against us and we will have no liability to you:

(a) for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;

(b) if you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;

(c) where your loss relates to any payment from or to your Account, or arises in connection with any payment or intended payment from or to your Account, where we could not have reasonably predicted your loss when you gave us the instruction (for example, where it relates to items or services paid for using your Account or is due to the inability to use your Account for a Transaction or related service);

(d) where your loss is due to where we or any third party refuse to accept, or delay the acceptance of, an instruction for payment to or from your Account or any Security Credentials or security process you follow or use to make an instruction relating to your Account or confirm your identity (for example, a passcode, password or fingerprint), including any loss due to the way such refusal or delay is communicated to you;

(e) where your loss is due to our decision not to offer or to withdraw any service or feature associated with your Account or where we close or suspend your Account for any of the reasons listed in clause 59.4;

(f) where you have acted fraudulently or with gross negligence;

(g) if any of the details you gave us were wrong or insufficient; or

(h) where your loss is due to circumstances outside our control, which meant we could not follow this Agreement despite our best effort to do so (for example, a major problem with a payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).

We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

57.7 Nothing in clause 57 will stop us being responsible for your loss if:

(a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or

(b) law or regulation does not allow us to exclude or limit liability.

57.8 By using your Account, you agree that:

(a) you will comply with your obligations under this Agreement; and

(b) you, as the Accountholder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this Agreement or your Account is closed or suspended.

57.9 If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account.

57.10 You hereby warrant to us that all information supplied by you is true, accurate and complete in all material respects at the time it is provided.

58. Making a Complaint

58.1 If you feel we have not met your expectations in any way and wish to make a complaint, please follow the following steps:

(a) Inform us about your service experience. You can do this by calling in, phoning or writing to us. Our complaints procedures are on our Website.

(b) If you are not satisfied with how we have dealt with your complaint, you may raise it with the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, telephone: +353 1 567 7000, e-mail: info@fspo.ie, website: www.fspo.ie. The Ombudsman's office is independent and it looks into and makes a decision on complaints.

(c) If you are not satisfied with how the Card Issuer has dealt with your complaint, you may raise it with the Card Issuer's regulator, the Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar or email psdcomplaints@fsc.gi

(d) 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.

59. Ending this Agreement and Interruption to Services

59.1 You may ask us to close your Account at any time. If you do, this Agreement will come to an end once both (a) we have paid you any balance on your Account; and (b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, charges and government duty).

59.2 We may end this Agreement and close your Account by giving you two months' notice.

59.3 We will comply with consumer credit law if we stop any Overdraft Facility when we close your Account.

59.4 We may close or suspend your Account immediately, or with less than two months' notice, or block any payments from it, if:

(a) you materially breach this Agreement or any other agreement with us;

(b) you use (or allow someone else to use) your Account improperly, illegally or for criminal activity or if we suspect this to be the case, even where we think you are innocent;

(c) you commit or attempt to commit fraud against us or some other person or entity;

(d) you have failed security checks;

(e) we must do so to comply with any law, regulation or direction from a relevant authority or court;

(f) you provide us with false or misleading information at any time;

(g) in our reasonable opinion, you are not in a position to properly manage your financial affairs or are unlikely to be able to pay your debts; you face the threat of insolvency or an event of insolvency occurs (under Irish or other law);

(h) any judgment is obtained or threatened against you;

(i) this Agreement becomes unenforceable or any circumstances arise that are outside our control and, in our reasonable opinion, negatively affect our ability to continue with this Agreement; or

(j) the Accountholder dies or loses contractual capacity.

59.5 We do not have to notify you beforehand if we close or block your Account for any reason listed in clause 59.4. We are not liable to you or anyone else if we close or block your Account for any reason listed in clause 59.4. We will tell you how the block on your Account can be removed (if it can be).

59.6 We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

59.7 If you break this Agreement, and that causes us to suffer any loss or have any expense, you will compensate us in full if we ask you.

59.8 We can also close your Account even if it is suspended at the time or we may suspend the Account immediately after telling you about its closure.

59.9 Where your Account has become inactive, we may close it by giving you at least two months' notice. We will normally consider that an Account has become inactive if the balance is less than €100 and you have not used it for 12 months.

59.10 As part of our account closing process, you must:

(a) repay any amounts you owe us (including for payments not yet processed and any interest, fees and charges owed up to the date the Account is closed);

(b) return or destroy any items we issued to you to use in connection with your Account, such as any Card; and

(c) cancel or redirect to another account any payments to or from your Account.

Warning: You will remain responsible to us for any amount you owe us, even when your Account has been closed.

59.11 Any payment made by us to or from your Account after your death, incapacity, bankruptcy or an event of insolvency but before we have received written notice of this, will be valid and binding on your successors and estate.

59.12 We may continue to accept payments to your Account after an event of insolvency.

59.13 If you die, and your Account is in your sole name, we will close your Account and pay any Available Balance to your valid nominee or personal representative.

59.14 If you become bankrupt or an event of insolvency occurs, and your Account is in your sole name, we may close your Account and pay any balance outstanding to the person administering your bankruptcy or such event of insolvency. We will do this when we receive the necessary legal documents to confirm the bankruptcy or event of insolvency and to confirm the identity of the person administering your bankruptcy or event of insolvency.

59.15 If your Account is a Joint Account and either Joint Accountholder becomes bankrupt, we will require the instructions of the other Joint Accountholder as well as the person administering the relevant bankruptcy before we pay any outstanding balance to any other account.

60. Set Off

60.1 We may at any time and without notice to you (but shall not be obliged to) transfer at any time the whole or any part of any balance standing to the credit of any of your Account(s) and/or other account(s) maintained with us to any debit balance on any other of your account(s) with us (in all instances, this includes accounts not covered by this Agreement).

61. Statutory Rights

61.1 No provision in this Agreement shall affect your statutory rights under applicable Consumer Credit Law or any regulations made thereunder. In the event of any conflict between these the Terms and Conditions and such rights, your statutory rights shall prevail.

61.2 If we do not enforce the rights we have under this Agreement or in law or we delay enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.

62. Language

62.1 The English language is and will be used for the purpose of interpreting this Agreement and for all communication in connection with this Agreement and your Account.

63. Legal Jurisdiction

63.1 This Agreement and any matter arising from your Account, Card and/or Overdraft Facility are governed by the laws of Ireland and the courts of Ireland will have exclusive jurisdiction in connection with them and your Account.

64. Entire Agreement

64.1 To the extent permitted by law, this Agreement constitutes the entire agreement between us and you in relation to the subject matter of this Agreement.

64.2 Neither you nor we have placed any reliance on any representations, warranties, agreements, statements, undertakings or understandings made prior to the entry into this Agreement, whether orally or in writing, relating to this Agreement other than those expressly incorporated in this Agreement.

64.3 Neither you nor we may place any reliance on any and all future representations whatsoever in respect of the performance of this Agreement unless expressly agreed by you and us in writing to form part of this Agreement.

64.4 It is not the intention of this clause 64 to exclude the liability of either you or us for fraudulent misrepresentation.

65. Miscellaneous

65.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

65.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

PART E – STUDENT CURRENT ACCOUNTS

66. Account Transaction Fees, Maintenance Fees and Service Charges

66.1 From time to time, we may provide concessions to Account fees and charges to you if you are an eligible student in accordance with clause 66.2 and you have applied to us in writing for such concessions.

66.2 You may be eligible for these student concessions if you are:

(a) an applicant for an Account or an Accountholder;

(b) aged between 16 and 25 years inclusive; and

(c) pursuing a full-time course of study for one academic year or more in a secondary school or third level institution recognised by the Central Applications Office (CAO), where full-time equates to 21 or more hours per week.

66.3 Your Account may be exempt from Account Transaction fees, maintenance fees and specific other service charges if we accept your application for a concession. Where applicable, concessions will apply from the first full Fee Quarter following us granting you the concession and details of which are set out in the Schedule of Fees and Charges and in our offices.

66.4 In the case of a Joint Account, both Joint Accountholders must be eligible for the fee concession for the fee concession to apply to the Joint Account.

66.5 We may require evidence that you meet the conditions in clause 66.2, including but not limited to your student number, student identity card, name of secondary school or third level institution, course of study and expected end date.

66.6 We have no obligation to offer concessions to applicants for Account or Accountholders who are aged 26 years and over and are engaged in full-time education.

66.7 You will no longer be entitled to concessions on leaving full-time education or reaching the age of 26 years, or you otherwise no longer meet the conditions in clause 66.2.

66.8 Any concessions which we may offer are entirely at our discretion and we may refuse or revoke them at any time by giving notice to you.

PART F – SENIOR CURRENT ACCOUNTS

67. Account Transaction Fees, Maintenance Fees and Service Charges

67.1 From time to time, we may provide concessions to Account fees and charges to you if:

(a) you are an eligible applicant for an Account or an Accountholder; and

(b) you have reached the age of 66 years or over.

67.2 Where applicable, concessions will apply automatically based on a valid, verified date of birth.

67.3 Your Account may be exempt from Account Transaction fees, maintenance fees and specific other service charges, details of which are set out in the Schedule of Fees and Charges and in our offices. Where applicable, concessions will apply from the first full Fee Quarter following eligibility for the concession and are listed in our Schedule of Fees and Charges which is available from our offices and on our Website.

67.4 In the case of a Joint Account, both Joint Accountholders must be eligible for the fee concession for the fee concession to apply to the Joint Account.

67.5 We may require evidence that you meet the conditions in clause 67.1, including but not limited to photographic identification containing your date of birth.

67.6 Any concessions which we may offer are entirely at our discretion and we may refuse or revoke them at any time by giving notice to you.