

# AIB Online Notice Deposit 7 Account

## Terms and Conditions

(Effective 1 September 2023)



These Terms and Conditions apply to AIB Online Notice Deposit 7 Accounts maintained by Allied Irish Banks, p.l.c. (the "Bank") for its customers.

These Terms and Conditions are in addition to the AIB Phone and Internet Banking Conditions (as defined in the Definitions and Interpretation Section below). Should there be any conflict between these Terms and Conditions and the AIB Phone and Internet Banking Conditions, these Terms and Conditions shall prevail.

These Terms and Conditions are also in addition to any rights you have in accordance with relevant law, governing the banker-customer relationship. Where there is a conflict, these Terms and Conditions will apply.

Further terms and conditions will apply to any other service or facility provided by us in connection with your Account (as defined in the Definitions and Interpretation Section below) and you will be notified of any such terms and conditions if and when you request, and we provide, any additional service or facility.

Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you want any further information please ask at any AIB branch.

Copies of these Terms and Conditions and all other documents that constitute the Agreement (as defined in the Definitions and Interpretation Section below) may be obtained online at [www.aib.ie](http://www.aib.ie).

### Definitions and Interpretation

In these Terms and Conditions

**"Account"** means your AIB Online Notice Deposit 7 Account.

**"Agreement"** means these Terms and Conditions, all mandates and other signing instructions you give us in respect of your Account from time to time, our Fees and Charges Booklets, the AIB Phone and Internet Banking Conditions, and all other documents that are incorporated into these Terms and Conditions or otherwise become part of our agreement with you.

**"AIB Payment Account"** means a current account or demand deposit account held by you with us.

**"AIB Phone and Internet Banking"** means the AIB phone, online and mobile application based systems through which the Banking Services can be accessed and used. The AIB Phone and Internet Banking Conditions apply to the use of AIB Phone and Internet Banking, and explain in more detail the scope and availability of AIB Phone and Internet Banking.

**"AIB Phone and Internet Banking Conditions"** means the terms and conditions governing AIB Phone and Internet Banking.

**"Banking Services"** means our services supplied to you including the provision of access to online information in relation to the Account, displaying the balance of the Account, any recent transactions, making lodgements and closing the Account.

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

**"Fees and Charges Booklets"** means the current editions of our schedules and/or Fees and Charges Booklets for personal and/or business Accounts, as applicable, and provided to you in connection with your Account and as available in our branches or on our website [www.aib.ie](http://www.aib.ie). These booklets and/or schedules set out the fees and charges that apply to the relevant Account, including any international charges, whether accessed in Ireland or abroad.

**"International Payment"** means a payment to and/or from an account outside Ireland in any currency or a payment to and/or from an account in Ireland in a currency other than euro.

**"Minimum Notice Period"** means the minimum notice period of 7 days required for you to serve a Notice to Withdraw or Close.

**"Notice to Withdraw or Close"** means the notice required to be served online by you in order to make withdrawals from or close an Account.

**"Terms and Conditions"** means these Terms and Conditions as amended, extended or replaced from time to time.

**"Withdrawal Period"** means the period of 7 days when your funds will be available to withdraw, subsequent to the expiry of the Minimum Notice Period.

In these Terms and Conditions, we may sometimes refer to Irish and European Union laws, including specific legislation or regulations. If we do this, we mean the most up to date version of the specified laws, including any replacement legislation or regulations.

We have included headings for convenience only. The headings are to assist you, but should not be taken into account when interpreting these Terms and Conditions.

We sometimes give an example of something covered by a condition or definition. We do this to assist you. The meaning and scope is never limited to those examples.

In these Terms and Conditions, when we say **"you"** and **"your"**, we mean the Account holder or other third party authorised to act on your behalf, to include your personal representatives and successors and, where appropriate, includes any joint Account holder.

When we say **"AIB"**, **"we"**, **"us"** and **"our"** we mean Allied Irish Banks, p.l.c. and this includes our successors and assigns. Our principal business is the provision of financial services. Our head office and registered office is 10 Molesworth Street, Dublin 2.

We are regulated as a credit institution by the Central Bank of Ireland. The Central Bank of Ireland's address is PO Box 559, Dublin 1. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

## 1. Operating the Account

- 1.1 The Account can be opened online or in branch. Once opened the Account must be operated through AIB Phone and Internet Banking. To open the Account, you must be a registered user of AIB Phone and Internet Banking.
- 1.2 In order to operate the Account, you must also have a suitable AIB Payment Account. If you are a new customer or do not already have a suitable AIB Payment Account, we recommend that a demand deposit account be opened up as your AIB Payment Account. You will not be obliged to use your AIB Payment Account for purposes other than making your regular lodgements to the Account and you will not incur any account fees when making these lodgements from your AIB Payment Account. The AIB Payment Account is also used for receiving withdrawals from the Account (see the condition below dealing with Withdrawals). The AIB Payment Account may be either in your sole name or a joint account with others having a suitable signing authority i.e., "Any/either to sign".
- 1.3 Your Account must remain in credit at all times.
- 1.4 The minimum period the Account must remain open is 7 days (see further details in the condition dealing with Withdrawals below).
- 1.5 You may have a maximum of four AIB Online Notice Deposit 7 Accounts. If you have a joint Account, this will be counted as one of your four Accounts.
- 1.6 The Account can be in your sole name or in joint names. Joint Accounts are only permitted where the Account is opened in branch. An Account opened online may be in a sole name only.
- 1.7 An Account opened in joint names must be opened on the basis that any one of the Account holders is able to give binding instructions in respect of the joint Account. **Warning:** this means that funds may be withdrawn on the instructions of any one of the Account holders without the knowledge or consent of the other Account holders. If you are not satisfied with this, you should not proceed with a joint Account.
- 1.8 You must acknowledge that the Terms and Conditions pertaining to the Account have been read and accepted, before account opening can proceed.

## 2. Lodgements

- 2.1 Lodgements may be made to the Account from your AIB Payment Account by way of standing order, International Payment inward, electronic money transfers (EMTS), by AIB Phone and Internet Banking or other electronic means acceptable to the Bank. We will not be under any obligation to accept direct lodgements by way of cash, drafts, cheques or other negotiable instruments as the Account is to operate as an online account.
- 2.2 You may make multiple lodgements to the Account, provided the Account balance never exceeds €1,000,000.
- 2.3 Lodgements will not be accepted where notice to close the Account has been received by the Bank.
- 2.4 As interest is calculated daily and applied in arrears, lodgements of cleared funds accepted for your Account prior to the applicable cut-off time on a Business Day are credited to your Account and shall accrue interest from the date of such funds being credited to the Account. Lodgements of cleared funds posted after the daily cut-off time on any Business Day are deemed to have been

received by us on the next Business Day. No interest will be paid or deducted on any cleared lodgements credited to the Account on the date of closure.

**Note:** Cut-off times vary dependent on the type of instruction furnished and whether or not the lodgement is initiated electronically. For applicable cut-off times please refer to the appropriate paper payment application form, the AIB Phone and Internet Banking Conditions for electronic payments and the notices displayed in branches.

## 3. Withdrawals

- 3.1 All withdrawals from the Account are subject to the Minimum Notice Period having elapsed after the serving of a Notice to Withdraw or Close online.
- 3.2 To make withdrawals from or to close the Account you must give the Minimum Notice Period for the Account.
- 3.3 Notice to Withdraw or Close must be served and accepted online in all cases before a withdrawal can be made from the Account or the Account closed. No exceptions shall be made to this requirement.
- 3.4 Subject to the Notice to Withdraw or Close having been served and accepted online, you may select to make a transfer of funds to a nominated AIB Payment Account online through AIB Phone and Internet Banking (the transfer will be subject to the Minimum Notice Period having elapsed). You may make transfers of up to the maximum of €1,000,000 in aggregate on any one Business Day for credit to any other AIB Payment Account maintained with the Bank in your name (held solely or jointly) and accessible online by the means of AIB Phone and Internet Banking. You cannot make fund transfers to a third party account maintained with the Bank nor can you make fund transfers to an Account maintained with another credit institution in your name or in the name of a third party.  
  
Details of the daily transactional limits which apply to the Banking Services and the maximum aggregate amount which you may transfer using the Banking Services including through AIB Phone and Internet Banking during any Business Day are available on our website, [www.aib.ie](http://www.aib.ie) or by contacting us as described in the AIB Phone and Internet Banking Conditions.
- 3.5 Once the Notice to Withdraw or Close the Account has been served and accepted online and the Minimum Notice Period has elapsed, if you do not nominate an AIB Payment Account for credit of the amount of withdrawal, your funds will be available to you to transfer to any AIB Payment Account which you use online through AIB Phone and Internet Banking for the Withdrawal Period.  
  
During the Withdrawal Period you may make multiple withdrawals up to the amount specified in the Notice to Withdraw or Close served.
- 3.6 If the Withdrawal Period expires without your nomination of an AIB Payment Account and if no withdrawal is made during the Withdrawal Period, you will be required to serve a new online Notice to Withdraw or Close to access your funds.
- 3.7 No access to funds is permitted without serving the Minimum Notice Period.
- 3.8 Payments outward by standing orders or direct debit are not available on the Account.
- 3.9 Payment of bills is not possible from this Account.
- 3.10 No payments to accounts outside of Ireland are permitted from the Account.

## 4. Notice Period

- 4.1 If you wish to make a withdrawal, a Notice to Withdraw or Close must be served and accepted online prior to funds being available for transfer. Please see the condition dealing with Withdrawals above.
- 4.2 You may only have one Notice to Withdraw or Close outstanding at any one time.
- 4.3 You may cancel the Notice to Withdraw or Close within the Minimum Notice Period. The cancelling of the Notice to Withdraw or Close must be carried out and accepted online.
- 4.4 The funds available to withdraw after a Notice to Withdraw or Close has been served is limited to the requested amount of funds as specified in the Notice to Withdraw or Close and, other than in the case of closure, not the total balance of the Account.
- 4.5 If the requested funds have not been withdrawn during the Withdrawal Period the requested funds as specified in the Notice to Withdraw or Close shall no longer be available to withdraw and you will need to complete a further Notice to Withdraw or Close online to access the funds.

## 5. Statements

- 5.1 An e-statement will be generated annually on the anniversary of the Account opening (unless where the Account balance is below EUR 20 or such other limit as the Central Bank may set).
- 5.2 Option to receive paper statements must be requested by phoning AIB Direct Banking at 0818 724 724 (international +353 1 771 24 24).
- 5.3 A paper statement is automatically generated on the Account's closure. This will be posted to you at the mailing address held by the Bank.
- 5.4 If you require a paper version of your e-statement, you can print a copy of it using your own computer and printer. Alternatively, you can contact AIB Direct Banking at 0818 724 724 (international +353 1 771 24 24). This will be a duplicate statement and will therefore incur a fee.

## 6. Interest

This condition 6 sets out what interest you may be charged and what interest you may earn on your Account, if applicable.

- 6.1 The rate of interest applicable to the Account is variable (which means that it may go up or down). Interest is calculated daily on the cleared daily balance of the Account. For details of the interest rates that apply at any given time, please see our website [www.aib.ie](http://www.aib.ie), and/or your account statement or contact your relationship manager or local AIB branch.
- 6.2 We will notify you about any change to the interest rate by sending it to you in writing, by publication in a national newspaper, by notice in our branches or through our website [www.aib.ie](http://www.aib.ie) or by any other means required or permitted by law. We will always notify you in advance where the credit interest rate is being reduced.
- 6.3 You may earn credit interest on your Account. Where applicable, interest will be posted to your account twice per annum – in April and October.

## Credit Interest

- 6.4 Where applicable, credit interest will continue to accrue during the Notice to Withdraw or Close period.
- 6.5 Subject to certain exceptions, credit interest is subject to Deposit Interest Retention Tax (DIRT) at the prevailing rate.
- 6.6 The Bank will deduct DIRT from the accounts of non-residents unless a fully completed non-resident declaration form is held by the Bank, and a minimum balance of €12,500 is maintained at all times in the Account. The minimum balance requirements will apply separately to each Account that you hold. Aggregation of balances will not be allowed. If an Account balance falls below the minimum threshold, the Account holder will have to re-apply for exemption and provide fresh confirmation of residential status.

## Negative Interest

- 6.7 The interest rate on your Account can be greater than 0% per annum, less than 0% per annum or 0% per annum. Where the interest rate applied to your Account is less than 0% per annum, this is called negative interest and this means that you must pay us any negative interest amount that we calculate is due to us on your Account.
- 6.8 We will let you know in advance if negative interest will be applied to your Account.
- 6.9 We only apply negative interest to a credit balance on your Account and/or the combined credit balances of any of your Accounts.
- 6.10 We calculate negative interest in the same way we calculate credit interest (which is outlined above under the 'Credit Interest' heading above).
- 6.11 We will debit any negative interest you have to pay us from your Account daily, monthly, or at any other agreed time.
- 6.12 You must keep sufficient funds in your Account to pay us any negative interest amount that we calculate is due to us. If you do not keep a sufficient credit balance on your Account we can debit any negative interest directly from your Account or contact you to advise you of the negative interest amount due and that this amount should be paid within 3 Business Days.
- 6.13 If you withdraw or seek to withdraw funds from the Account and this withdrawal means you will not have sufficient funds to pay us any accrued negative interest, we will deduct this negative interest from the withdrawal amount.
- 6.14 If we apply negative interest to your Account and as a result you would like to withdraw funds from your Account without providing the Minimum Notice Period, there will be no additional charges to you.
- 6.15 We may change the negative interest rate that applies to your Account from time to time and if we do this, we will tell you about this change in the ways described in the 'Variation of the Conditions' section.

## 7. Joint Accounts

- 7.1 If your Account is a joint Account the provisions of this condition 7 apply.

- 7.2 As indicated above, any one of the Account holders is able to give binding instructions in respect of a joint Account. **Warning:** this means that funds may be withdrawn on the instructions of any one of the Account holders without the knowledge or consent of the other Account holders.
- 7.3 Correspondence and notices in relation to a joint Account will be sent by us to the address of the first named Account holder unless all of the Account holders direct otherwise in writing. Such correspondence and notices will be deemed to have been received by, or served upon, all of the Account holders when received by or served upon the first named or nominated Account holder.
- 7.4 Any joint Account holder 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 all joint Account holders 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.
- 7.5 If you choose to disclose information in relation to the Account to a third party, it may result in the personal data relating to all joint Account holders being disclosed to that third party. Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way.
- 7.6 If we become aware of a dispute between the Account holders of a joint Account we may cease to accept instructions in relation to the joint Account unless they are given by all the Account holders. However, we are not obliged to do this and we may, notwithstanding any dispute, continue to act on the instructions of an Account holder.
- 7.7 When your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders on the instructions of any one of the Account holders (unless we have ceased to accept instructions as a consequence of a dispute or upon being notified of a death of an Account holder).
- 7.8 If you have a joint Account and one of the joint Account holders dies, any funds left in the Account and any interest that has accrued, will be paid to the surviving or the sole surviving joint Account holder, subject to our right of set-off (please see the 'General' section for more details on our right of set-off), compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, if applicable, unless you have provided otherwise on your application form, or later in writing to us signed by all joint Account holders.
- 7.9 We can close the Account if requested to do so by any Account holder (unless we have ceased to accept instructions as a consequence of a dispute or upon being notified of a death of an Account holder).

## 8. Payments Made in Error

- 8.1 If an incorrect amount is paid to or from your Account, we may make any adjustment necessary on your Account. We do not have to contact you to tell you beforehand. 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.
- 8.2 Where a payment to your Account is recalled by the paying financial services provider or is returned by us

(for example, due to mistake, fraud or the operation of any clearing rules), we may reverse that payment and any interest earned on it without having to contact you about it.

- 8.3 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.

## 9. Account Closure

- 9.1 If you wish to close your Account, you must first serve a Notice to Withdraw or Close requesting to withdraw the full balance on the Account. The Notice to Withdraw or Close must be served and accepted online and the relevant Minimum Notice Period must have elapsed prior to funds being transferred and the Account closed. You will be required to nominate online an appropriate AIB Payment Account to transfer any funds and interest payable.

## 10. Our and Your Responsibilities

This section sets out what our and your responsibilities are with regard to your Account.

### Our responsibility to you

- 10.1 While we will do what we reasonably can to make sure our services are available to you in accordance with these Terms and Conditions, there may be circumstances in which that is not possible. We will not be responsible for any losses due to circumstances outside our reasonable control which mean we could not follow the Agreement despite our best efforts to do so (for example, a major problem with a payment, settlement or clearance system, failure of or delay in the transmission of text messages and communications through any mobile phone network or failure of any other telecommunications network, labour dispute, or any acts or omissions of our agents or third parties).
- 10.2 You will have no claim against us and we will have no liability to you:
- if we reasonably think you have acted fraudulently or with gross negligence;
  - if you do not comply with this Agreement or any other agreement with us;
  - where your loss is due to any delay or refusal to carry out any instruction for a payment to or from your Account where we are entitled to do so in accordance with these Terms and Conditions or by law, or is due to any 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), or for any loss or damage you may suffer as a result of the way in which any such delay or refusal is communicated to you or to others;
  - 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 set out in the 'Closure of your Account' section;
  - if any of the details you gave us were wrong or insufficient;
  - where we take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the



prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include investigating and intercepting payments into and out of the Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds; or

- g) any action or inaction taken by or against us as a result of any action of a government authority, a legal order or legal proceedings, relating to you, the Accounts or your use of AIB Phone and Internet Banking.

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.

- 10.3 Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss if:
  - a) we act fraudulently, with 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.
- 10.4 If you are not a consumer, the only liability we will have to you will be as a direct result of our gross negligence or wilful misconduct, and in that case we still exclude liability for the types of losses we have described above in this 'Our responsibility to you' section.

#### Your responsibility to us

- 10.5 It is important that you are aware that you also have responsibilities. By using your Account, you agree that:
  - 10.5.1 you will comply with your obligations under this Agreement;
  - 10.5.2 you, as the Account holder, 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 (for more information see the 'Closure of your Account' section).
- 10.6 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 (for more information see the 'Closure of your Account' section).

### 11. Variation of the Conditions

- 11.1 From time to time, we will want or need to make changes to these Terms and Conditions (for example, because of changes in the banking system, industry guidance, law or regulation or for our own internal reasons such as improving or replacing a service or introducing new fees or charges for our services).

Unless we are permitted by law or regulation to give you shorter notice we will tell you at least one month in advance of any change to these Terms and Conditions.
- 11.2 If you don't want to accept the change, you can close your Account before the change comes into effect. If you do so, you will not be charged any extra fees, charges or interest. Please see the 'Account Closure' section for more information on how to close your Account. If you do not close your Account before the date on which

the change comes into effect, we will assume you have accepted the change.

- 11.3 Unless we are required by law or regulation to tell you about any change to these Terms and Conditions in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website [www.aib.ie](http://www.aib.ie), or by notice published in a national daily newspaper or displayed in one of our branches).

#### Are there any exceptions?

- 11.4 There are certain circumstances where we may tell you about changes after we make them, or where we may not need to tell you about the change. This may happen where:
  - 11.4.1 the change is in your favour (for example, we reduce fees and charges on your Account);
  - 11.4.2 the change is required under law or regulation by a particular date, and there isn't time to give you notice;
  - 11.4.3 the change is to introduce a new product or service that you can use in relation to your Account; or
  - 11.4.4 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).

### 12. Closure of your Account

- 12.1 We can close your Account by giving you at least one month's notice or such longer period required by law or regulation. However, we can suspend or close your Account immediately in any of the following circumstances:
  - 12.1.1 If you are adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against you in another jurisdiction or if you enter into a voluntary arrangement with your creditors;
  - 12.1.2 If any form of attachment or receiving order is made against you;
  - 12.1.3 If judgement is obtained against you and remains unpaid for a period of 14 days from the date of such judgement;
  - 12.1.4 In respect of a company customer, if a petition is presented for the appointment of an examiner or a process advisor or liquidator or an examiner or process advisor or liquidator is appointed or a receiver is appointed over any part of the company's property or undertaking, or notice is received of a creditor's meeting or of a petition being presented for winding up, or if a meeting is convened for the purpose of considering a resolution or a resolution is passed for the winding up of the company;
  - 12.1.5 If you cease trading;
  - 12.1.6 If you are no longer, in our opinion, able to manage your financial affairs;
  - 12.1.7 If you or a joint Account holder dies;
  - 12.1.8 If any representation, warranty or statement made by you to us is or becomes untrue in any material respect;

- 12.1.9 If you commit any material, or repeated, breach of these Terms and Conditions;
- 12.1.10 If you are in breach of any other agreement with us;
- 12.1.11 If we must do so in order to comply with any law;
- 12.1.12 If you use your Account for any unlawful or other inappropriate purposes;
- 12.1.13 If for any reason this Agreement becomes unenforceable or void; or
- 12.1.14 On a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest.

If we take such action we will immediately give you notice in writing that we have done so.

- 12.2 Where we consider that your Account has become inactive we may close it by giving you at least one month's notice. For example, we will normally consider that an account has become inactive if the balance is less than €100 and the account remains unused by you for a period of more than 12 months. We may give you notice of our intention to close your Account on the grounds of inactivity by notice published in a national daily newspaper, by notice in writing or through our website [www.aib.ie](http://www.aib.ie) or by means of another durable medium or by any other means required or permitted by law.
- 12.3 You may close your Account at any time subject to the Minimum Notice Period operative on the Account and the Notice to Withdraw or Close having been served online and accepted.
- 12.4 Any closure of the Account shall be done in accordance with the relevant law.

### 13. Fees and Charges

We may charge certain fees and/or charges, including government charges for the use of your Account. We list these fees and charges in our branch notices and in our Fees and Charges Booklets. We may also, from time to time, make changes to and/or introduce new fees and charges.

### 14. General

- 14.1 We may at any time, without notice to you set-off and apply the credit balance in any Account toward payment of the debit balance on any other Account held by us in your name. In particular the Bank may set-off any credit balance in any of your Accounts with us against any sums which are or may become owing to the Bank by you in any manner or in any Account whatsoever.
- 14.2 Any demand or notice sent by us to you by post to the last address notified by you shall be deemed to have been received twenty-four hours after dispatch by ordinary post, or immediately upon hand delivery.
- 14.3 For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online on our website [www.aib.ie](http://www.aib.ie). It may change from time to time.
- 14.4 The time during which the online and mobile services are available using AIB Phone and Internet Banking, enabling you to access and use Banking Services, are set out in the AIB Phone and Internet Banking Conditions.
- 14.5 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.

- 14.6 The benefit of these Terms and Conditions is personal to you and you may not assign, transfer or otherwise dispose of any of the rights or obligations in these Terms and Conditions.
- 14.7 We reserve the right to assign, transfer or otherwise dispose of all or part of these Terms and Conditions to any member of the Allied Irish Banks Group or to any third party. We can do this at any time and without notice to you or your prior consent. If we do, we can give any proposed assignee or transferee (and their professional advisors), any information that we deem necessary relating to you, your Account and these Terms and Conditions.

### 15. Complaints

- 15.1 If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.
- 15.2 If you wish to make a complaint, you can do so by visiting our website, [www.aib.ie](http://www.aib.ie) or by writing to your branch and we will look into it. If you would like further information about how to complain, please see our website, [www.aib.ie](http://www.aib.ie).  
  
If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.
- 15.3 If you are a business with an annual turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box no. 559, Dublin 1. You'll find more about the steps we take to try to resolve your complaint in our complaints brochure, which is available in any of our branches or on our website [www.aib.ie](http://www.aib.ie).
- 15.4 You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

### 16. Governing Law and Jurisdiction

- 16.1 Subject to the rest of this 'Governing Law and Jurisdiction' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland. If you live in an EU country other than Ireland, this will not affect your consumer protection rights under the law of the country in which you live.
- 16.2 You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.
- 16.3 If you are a consumer, the jurisdiction of the Irish courts will be non-exclusive, and nothing in this 'Governing Law and Jurisdiction' section will affect your right to take or defend proceedings in Ireland or before the courts of the country in which you live.