

# Digital Wallet Terms and Conditions of Use (“Conditions”)



## Effective date 9 January 2025

These Conditions apply to how we facilitate the use of your AIB debit or credit card (**Card**) when you add or keep a Card in a **Digital Wallet**. A Digital Wallet is any electronic payment system that uses your Card or a digital record of your Card to allow you pay for items. It is operated by a provider of Digital Wallets (**Digital Wallet Provider**) and is available on a suitable mobile phone, tablet or other device (**Device**). The words “you” and “your” mean you as an AIB customer, and the words “we”, “us”, “our” means Allied Irish Banks, p.l.c.

Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

### 1. Your Card Terms and Conditions Still Apply

The terms and conditions that apply to your Card(s) (Card Conditions) still apply when you use your Card in a Digital Wallet. The Digital Wallet Provider will also have terms and conditions, policies, including a privacy policy, and obligations that apply to your use of the Digital Wallet, as will other third parties (for example, mobile network operators). You should make sure that you read these terms and conditions and policies and are satisfied with these.

Where you are a consumer, nothing in these Conditions shall affect your statutory rights under applicable consumer rights law, consumer credit law or any regulations made thereunder. In particular, nothing in these Conditions is intended to exclude or restrict any legal obligations we have to you under Part 4 of the Consumer Rights Act 2022. In the event of any conflict between these Conditions and such rights, your statutory rights shall prevail.

### 2. Using your Card in a Digital Wallet

To add a Card to a Digital Wallet, you must follow the process set out by the Digital Wallet Provider (and any other procedures we, or they, may need to adopt). Not all Cards will be eligible to be added to the Digital Wallet, and the Digital Wallet Provider may limit the number of Cards that can be used. Once a Card is added, the Digital Wallet will only allow you to make purchases where the Digital Wallet is accepted. You may remove your Card(s) from the Digital Wallet at any time by following the Digital Wallet Provider's procedures for removal. We must continue to process any Digital Wallet transactions on your Card outstanding at the time you remove it from the Digital Wallet and you must still pay for such transactions.

### 3. Fees

We do not charge any fees for adding your Card to the Digital Wallet. The usual fees associated with using your Card will still apply. The Digital Wallet Provider or other third parties (for example, mobile network operators) may separately charge you fees in relation to your use of the Digital Wallet or Device and such fees are between you and the Digital Wallet Provider or relevant third party.

### 4. Responsibility for the Digital Wallet working

We do not operate the Digital Wallet. We are not responsible for the Digital Wallet, for example, if it requires updating, becomes unavailable or if you are unable to use it for any transaction, or if a merchant refuses to accept payment using the Digital Wallet. Our responsibilities to you in respect of the use of your Card are set out in detail in the Card Conditions.

### 5. Card and Device Security

You must not share any usernames, passcodes or any other information relating to your Card or Device. If you share this information with others, they may be able to access your Digital Wallet and make purchases with your Card or obtain your personal information. Before you replace or dispose of a Device, you must ensure that all Card information is deleted from that Device. You agree to contact us immediately if any Device on which you have a Card has been lost or stolen, or if you suspect that there has been fraud in relation to your Card, for example if you receive a text message, alert or other such notification to your Device indicating that you have added a Card to a Digital Wallet and you did not do so, or if you receive a receipt for something you did not purchase. We will not be responsible for any losses you incur except as set out in the Card Conditions, or as may be required by law.

### 6. Suspending or Cancelling Your Use of a Card

There may be situations where we refuse to allow a Card to be added to a Digital Wallet, or we must cancel or suspend use of a Card to make purchases using the Digital Wallet. We can do this where we have a valid reason, including where you are in breach of these Conditions, the Card Conditions, or the terms and conditions for your account, where your Card is blocked, cancelled or expired, where we suspect fraud, if you have an overdue or negative balance, if directed to do so by the Digital Wallet Provider or the applicable card network, or where we cannot sufficiently authenticate you or the Card. Further details of the circumstances where a Card may be blocked, cancelled or suspended are set out in the Card Conditions.

The Digital Wallet Provider or a third party may also block, restrict, suspend, or terminate your use of the Digital Wallet without reference to us, and we cannot be liable if this happens.

### 7. Your Privacy

We respect the privacy of your personal information. We will at all times comply with our obligations under Data Protection law and the terms of our Data Protection Notice and Cookie Policy, available on our website or in branch, both of which form part of these Conditions. The Digital Wallet Provider is separately responsible for how they use and manage any personal information you provide to it.

### 8. We May Change these Conditions

These Conditions may change from time to time. We will only do this if we have a valid reason. How and when we will make any such changes and how we will notify you is set out in your Card Conditions or the terms and conditions for your account. If we notify you of any changes, and you continue to use your Card with the Digital Wallet after the change comes into effect, this will mean that you have accepted them. If you do not agree to any updated Conditions, you may remove your Card(s) from the Digital Wallet following the Digital Wallet Provider's procedures for removal. Up to date copies of these Conditions are available online at [www.aib.ie](http://www.aib.ie)

### 9. Contact Us

If you have any queries in relation to these Conditions, please refer to our Digital Wallet FAQs available on our website. If you have any questions or issues which are not answered by our FAQs, please contact us using the telephone number on the back of your Card. If you have questions in relation to the Digital Wallet, please contact the Digital Wallet Provider.

### 10. Governing law and jurisdiction

Subject to the rest of this 'Governing law and jurisdiction' section, these Conditions and any obligations arising out of or in connection with them are governed by the laws of Ireland. 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 these Conditions. 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.

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 defend proceedings or take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live.