

# Republic of Ireland

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Clauses 1 to 18 of this agreement apply to the 365 phone services, the 365 online services and the Bank of Ireland Mobile Banking Services. Clauses 1 to 18 (except for Clauses 4, 6, 13.5 and 20) of this agreement apply to Pay to Mobile.

## **1.0 Definitions of Terms used in this Document**

### **Some explanations of common terms used throughout these terms and conditions:**

- 1.1 "Bank of Ireland App" means an application that can be downloaded and which allows access to Bank of Ireland Mobile Banking.
- 1.2 "Bank of Ireland Mobile Banking" means the online system which allows you to access and use certain Services using the Bank of Ireland App or via the internet by accessing the Mobile Website.
- 1.3 "365 online" means our internet banking service.
- 1.4 "365 phone" means our telephone banking service.

- 1.5 "365 PIN" means a personal identification number you use to access the services.
- 1.6 "Account" means your account with us in respect of which we provide the services.
- 1.7 "banking day" means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday or bank holiday; and "non-banking day" means any other day.
- 1.8 "BIC" means the Bank Identifier Code used to identify the bank internationally. It is also known as the SWIFT Address.
- 1.9 "cut off time" means the latest time in any banking day we can process an instruction (see Clause 1.14) on that banking day.
- 1.10 "day of access" means the day you use our services.
- 1.11 "Designated Account" means an account you designate for receiving funds transferred from your Account. The Designated Account can be in your name or in another person's name. It cannot be an account we tell you is excluded. Before you can make a payment to a designated account, you must register it using the Security Code (see Clause 1.19) we will provide.
- 1.12 "Future Dated Payment" means a payment scheduled to go through on a future date (see Clause 4.7).
- 1.13 "IBAN" means an International Bank Account Number that identifies the country, branch and account number of any account.
- 1.14 "Instruction" means any instruction you give us to pay money into or from your Account, or to carry out another service.
- 1.15 "Mobile Device" means a communications device capable of accessing the Services using the Bank of Ireland App or via the Mobile Website.
- 1.16 "Mobile Website" means the mobile website which can be used to access Bank of Ireland Mobile Banking.
- 1.17 "Pay to Mobile" means sending a payment to another of our customer's Accounts or receiving a payment from another of our customer's using a mobile phone number. Details of this service are set out at Clause 25 below.
- 1.18 "Person" means a human being, corporation, partnership or organisation.
- 1.19 "PSR" means the European Communities (Payment Services) Regulations 2009 and a "PSR regulated payment" is a payment in euro or any other European Economic Area (EEA) currency, where the payment service providers of both the payer and payee are in the EEA.
- 1.20 "Security Code" means a unique seven-digit one time activation code which we give you.
- 1.21 "Security Device" means any number, code or security measure we require you to use, such as the 365 PIN, Security Code and customer password information.
- 1.22 "Service" and "Services" includes, but may not be limited to, the following, some or all of which are available via 365 online, 365 phone or Bank of Ireland Mobile Banking:-
  - a) showing you your Account balance;
  - b) giving you information about your transactions;
  - c) setting up and viewing Standing Orders;
  - d) viewing Direct Debit details;
  - e) the cheque search facility;
  - f) funds transfers to Designated Accounts;
  - g) a bill pay service which you can use to pay certain utility bills;
  - h) requesting account statements for current, savings and loan accounts;
  - i) mobile phone top-ups;
  - j) Pay to Mobile;
  - k) registering mortgage, savings and investment accounts.
- 1.23 "Terms and Conditions" means this document.

- 1.24 "User ID" means a unique 365 online user identification code we give you.
- 1.25 "we", "us" and "our" means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland, and its successors, and legal or equitable transferees or assignees.
- 1.26 "you" and "your(s)" means the person or persons in whose name(s) the Account is held.

## **2.0 Accounts**

- 2.1 We make the services available to our personal customers.
- 2.2 These terms and conditions apply to the services and tell you how they work.
- 2.3 When you use a service, you accept these terms and conditions.
- 2.4 You cannot use these services unless:
- a) the Account is in your name;
  - b) you are the beneficial owner of the money in the Account (this means, for example, you do not hold the money on behalf of someone else);
  - c) the Account is in euro;
  - d) you have sent us a mandate for the Account and we are satisfied with it;
  - e) you have accessed the services by authenticating the 365 PIN that we have given you (and completing any other procedure we ask you).

## **3.0 Mandates**

- 3.1 These terms and conditions can change the mandate you have given us for your Account, but only as much as is needed to allow us provide services.
- 3.2 We do not have to check the mandate before we provide a particular service.

## **4.0 Domestic Payments**

- 4.1 A domestic payment is a payment of euro by you from your Account to a designated account within the Republic of Ireland. It includes the payment of some bills.
- 4.2 We let you know how to register for our domestic payment services. We can change the way you register for these services at any time.
- 4.3 We keep a record when you register to make domestic payments and when you instruct us about this type of payment. You agree that our records are good evidence of your registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 4.4 You cannot use the domestic payment service to transfer money from any loan or credit card account you have with us or one of our subsidiaries.
- 4.5 If you use the domestic payment service to pay money into a loan account or credit card account you have with us, you agree that you must contact us to establish the correct balance on that account. You cannot rely on your own calculations.
- 4.6 Maximum transaction and daily limits apply to the amount you can pay from your Account in any banking day using our domestic payment service. We can change these limits at any time. Details of the current limits are available when you use the service.
- 4.7 If you instruct us to carry out a payment transaction on a future date, it is a "Future Dated Payment". We will process any Future Dated Payments on the date you give us. If it is not a banking day, we will process it on the next banking day. If you instruct us to make two or more Future Dated Payments for the same future date, we will process them in the same order in which you gave us the payment instructions.
- 4.8 We accept payment instructions at any time. If you give us a payment instruction to pay money from your Account, we treat the payment instruction as given on the banking day ("D") on which we actually get it, so long as it is received by us before 3:30pm (the cut off time for domestic payments). If we receive it after 3:30pm it will be treated as received by us on the next banking day. If the payment is in euro and PSR-regulated we will ensure the payee's bank is paid within one banking day of D. If it is a cross-border payment in Sterling, or another EEA Currency (non-euro), we will ensure the payee's bank is paid within three banking days of D.

- 4.9 Any non-PSR-regulated payment may take longer to process.
- 4.10 The financial institution where the Designated Account is held controls payment into that account. We are not responsible for that.
- 4.11 If you give us a payment instruction to pay money to a designated account held by us, we pay it on the banking day we get your payment instruction.

## **5.0 Security and Authentication**

- 5.1 We give you a 365 PIN number which is unique to you (the "365 PIN"). You will need to use it whenever you use a service.
- 5.2 We may also give you a unique 365 online user identification code ("User ID"). If we ask you for this code, you must give it to us.
- 5.3 We may ask you to answer security questions, or to use another security device, before allowing you use a service.
- 5.4 You must keep the 365 PIN, User ID and any other security device secret. You must not write down or record any of them in a way that would let someone else use any of them against your will
- 5.5 If you know or suspect your 365 PIN, User ID or other security device is known by someone who should not know it, you must tell us straight away. Phone us at 0818 365 365.

## **6.0 When we Act on your Instructions**

- 6.1 You permit us to act on any instruction you give us or which appears to have been given by you. You cannot withdraw this permission.
- 6.2 Once an instruction is received with the correct security devices, you agree that we can act on it. You understand we do not make any more security checks.
- 6.3 You can ask us to cancel or amend an instruction, but we do not have to do so.
- 6.4 If we receive an instruction that does not have the information that we need to identify the designated account, for example an Account Number, Sort Code, (or IBAN and BIC), we may refuse to process it. We will tell you if we refuse to process an instruction for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 6.5 We can refuse to process an instruction if you do not have enough money in your Account (or enough unused agreed overdraft limit on your account) to make the payment. We will not be liable to you or anyone else for any loss or expense this causes.
- 6.6 Sometimes we use the Society for Worldwide Interbank Financial Telecommunications (SWIFT) to carry out an instruction from you to transfer funds to a domestic or international payee. SWIFT is based in Belgium and has centres in Europe and the United States of America. Your transaction data can be stored for a time in these centres. You consent to this under the Data Protection Act 1988 as amended.

## **7.0 Joint and Several Liability**

- 7.1 If your Account is held in the name of two or more persons at any time, any of you can use the services. Each of you who want to use the services must register and apply for your own separate 365 PIN, User ID and any other security devices required.
- 7.2 If your Account is held jointly in the name of two or more persons at any time, each of you is jointly and severally liable under these terms and conditions and for any instruction we get from any of you. This means we can ask all or any one of you alone to pay us any money owing to us and meet any obligation arising from these terms and conditions or any instruction any of you give us.

## **8.0 Recording**

- 8.1 We record the instructions you give us. If there is a dispute between you and us concerning the services, you agree to accept these records as accurate (unless it is clear we made a mistake).

## **9.0 Account Balances**

- 9.1 When you use 365 online, 365 phone or Bank of Ireland Mobile Banking, we will include the following things in the Account balance that we provide on that day of access:
  - 9.1.1 The amount in the Account at close of business on the banking day before the day of access; and
  - 9.1.2 (for information only) the value of all payments in or out of your Account which are made (or where value is due to be paid) on the day of access.

- 9.2 If you use 365 online, 365 phone or Bank of Ireland Mobile Banking to find out the balance on your Bank of Ireland Visa and Master Card Accounts, we will tell you the balance on the Account at close of business one banking day before the day of access. We will not include the things mentioned in Clause 9.1.2. This Clause 9.2 is an exception to Clause 9.1.
- 9.3 We make every reasonable effort to ensure the information we give you about the balance on your Account when you use 365 online, 365 phone or Bank of Ireland Mobile Banking is accurate and complete. However:
- 9.3.1 The information we give you when you use 365 online, 365 phone or Bank of Ireland Mobile Banking is not conclusive evidence of the state of your Account (if you need a conclusive statement, please contact your branch);
- 9.3.2 We will not compensate you or anyone else for any loss or expense which occurs as a result of any inaccuracy in information we give you through 365 online, 365 phone or Bank of Ireland Mobile Banking.

## **10.0 Cancelling a Direct Debit**

- 10.1 If you wish to cancel a direct debit or a direct debit payment on your Account, you must instruct us by close of business one banking day before the payment is due. If your instruction arrives later than that and we make a direct debit payment which does not comply with your instruction, we will not be responsible for any loss or expense caused to you or anyone else.

## **11.0 Charges**

- 11.1 We can introduce charges for the services but, if we do, we will tell you before we introduce them. The amount of notice that we will give you will follow the laws and regulations that apply at that time.
- 11.2 We charge an account transaction fee for each payment transaction on Current Accounts. These are shown (for personal current accounts) in our Schedule of Fees and Charges for Personal Customers, which is available from your branch or online at [www.bankofireland.com](http://www.bankofireland.com).
- 11.3 Our Schedule of International Transaction Charges shows our charges for international payments, travel money and other services. It is available from your branch, or online at [www.bankofireland.com](http://www.bankofireland.com).
- 11.4 We do not levy any additional charges for Bank of Ireland Mobile Banking or Pay to Mobile, however your mobile network operator may charge you for using or accessing the mobile network service. Any charges applied by your mobile network operator are beyond our control and you should refer to your mobile network operator for details of such charges.
- 11.5 We can change our fees or charges at any time, but will tell you before we do and the amount of notice that we will give you will follow the laws and regulations that apply at that time.

## **12.0 Changes to these Terms and Conditions, and to the Services**

- 12.1 We may add to or change these terms and conditions at any time, for example, to meet new regulatory requirements or to enhance security.
- 12.2 We may remove or change a service or add a new one at any time.
- 12.3 We may introduce fees or change the fees and charges we apply.
- 12.4 We will tell you in advance if we make any of these changes.
- 12.5 The amount of notice that we will give you will follow the laws and regulations that apply at that time.
- 12.6 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this), but first you must pay us any charges that you already owe relating to the services or these terms and conditions.
- 12.7 If you do not ask us to end this contract under Clause 12.6, you are deemed to accept the changes which we tell you about under Clause 12.4 on their effective date.
- 12.8 We may change our rules concerning the services (for example transaction limits or daily limits) at any time and without telling you in advance. We will, however, always notify you about these changes.

## **13.0 Our Responsibilities**

- 13.1 If we make a mistake when we carry out your instruction, we will correct that mistake. If necessary, we will pay money into your Account and correct our records of your Account. The amount we pay will ensure that your Account is restored to the way it would have been if we had processed the instruction correctly.

- 13.2 Sometimes, we may not be able to provide you with a service because of circumstances beyond our control, for example:
- a) an Act of God;
  - b) strikes and industrial action;
  - c) electricity failure, surges or fluctuation;
  - d) failure of telephones, telephone systems, email, the internet, or of other electronic equipment (including software and networks).
- 13.3 Sometimes, the services may not be available or may not work properly despite our reasonable efforts to maintain them.
- 13.4 We are not liable to you or anyone else for any loss or expense caused if the services are not available or are not working properly for a reason set out in Clauses 13.2 and 13.3.
- 13.5 We will not be responsible for any losses caused if we make a payment in accordance with an instruction and that instruction contained an incorrect Account Number or Sort Code (IBAN or BIC) supplied by you. We will make every reasonable effort to get back any money involved in the transaction, but we may charge you for any reasonable costs that we have to pay.

## **14.0 Your Responsibilities**

- 14.1 If a person (who is not you or one of you where the account is in your joint names) carries out an unauthorised transaction on your Account, you must tell us as soon as possible, but no later than 13 months after the date of the transaction.
- 14.2 If an unauthorised transaction is made from your account, we will refund your Account and (if necessary) will correct our records of your Account. The amount we pay will ensure that your Account is restored to the way it would have been if the unauthorised transaction had not happened.
- 14.3 Despite Clause 14.2:-
- a) You will be liable for the full amount of the unauthorised transaction if it was made because of any fraud or gross negligence by you.
  - b) If any unauthorised payments came about because a security device (for example a 365 PIN) was lost, stolen or misused, the maximum you will have to pay is €75, once you had reported the loss, theft or misuse to us without delay.
  - c) We have no obligation to compensate you or anyone else for any loss or expense caused because you breach these terms and conditions. For example, the accidental or deliberate disclosure of your 365 PIN or other security device.

## **15.0 Reading this Document**

- 15.1 Each of these terms and conditions is separate from the others. If any of them is illegal or cannot be enforced, the rest will remain in full force and effect.
- 15.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 15.3 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The scope of these terms and conditions is not limited to these examples.
- 15.4 Headings used in these terms and conditions are there to assist you and do not form part of the legal agreement between you and us.

## **16.0 Making a Complaint**

We want to provide you with excellent customer service at all times. If you wish to make a complaint, please follow these steps:

- a) Raise the complaint by calling 0818 365 365 and speaking with a Customer Service agent. Alternatively, contact the Customer Service Manager of your branch in person, on the phone or in writing. You also have the choice to make the complaint to our Customer Care Unit by phoning 1850 753 357 on a banking day between 9am and 5pm. (The number is +353 1 661 5933 if calling from abroad.) You can also write to Customer Care Unit, Bank of Ireland, Head Office, 40 Mespil Road, Dublin 4.

- b) If we have not resolved your complaint within five banking days, we will acknowledge it in writing. If the complaint is not resolved within 20 banking days, we will give you a written update. If, after a further 20 banking days, we still have not resolved the complaint, we will write to you again to explain the delay and to give you an indication of when we expect to resolve the matter.
- c) When we have completed our investigation, we will write to you with the results.
- d) If you are not satisfied with how we have dealt with your complaint, you may raise it with the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90, Telephone: +353 1 6620899, Fax: +353 1 6620890, e-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie), website: [www.financialombudsman.ie](http://www.financialombudsman.ie).

## 17.0 Ending this Agreement

- 17.1 You may ask us in writing to end this agreement at any time. If you do, these terms and conditions will come to an end once you have paid everything you owe us in relation to the services, and these terms and conditions.
- 17.2 We may end this agreement and stop a service or services by giving you two months' notice.
- 17.3 We may end this agreement immediately, stop the services or block any payments if:
  - a) you die;
  - b) you are declared bankrupt or insolvent in the Republic of Ireland or anywhere else;
  - c) you have failed security checks;
  - d) we have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent;
  - e) we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - f) you have breached these terms and conditions.
  - g) you have breached the terms and conditions of any of your Bank of Ireland accounts.
- 17.4 We do not have to notify you beforehand if we stop or block the services for any reason listed above. We are not liable to you or anyone else if we stop or block the services for any reason listed above. We will tell you how the stop or block on the services can be removed (if it can be).

## 18.0 How Irish law applies to this Document

- 18.1 These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in connection with them and the services.
- 18.2 Any references to law or taxation in these terms and conditions are accurate on the print date, and should be read to reflect later changes in the law or taxation.

The following clauses 19 to 22 only apply to 365 online services

## 19.0 365 online

- 19.1 You can use the following services on 365 online:
  - a) the services defined in Clause 1;
  - b) viewing statements for Credit Card Accounts;
  - c) customising Current Account statements on screen, for example, to list categories of transactions carried out over the previous 11 months; and
  - d) the services described in Clauses 20 to 22.
- 19.2 Instructions, Time Lag. We can only act on your instructions when we get them. You acknowledge and agree there may be a time lag between the time you instruct us online and when we get that instruction, and we can take no responsibility for that.
- 19.3 Suitable Equipment. It is up to you to maintain suitable equipment to enable you use 365 online, for

example, a computer with an internet connection and appropriate security software.

- 19.4 Security. We put reasonable IT security measures in place. We cannot, however, guarantee the privacy or security of any information that concerns you and passes over the internet. This is because of the nature of the internet. If you use 365 online, you acknowledge and accept these risks. For example, you acknowledge it is possible for a person to intercept or interfere with e-mails.
- 19.5 Our Website. You use our website at your own risk. Our website gives you information and nothing in it is:
- (a) an offer as understood in contract law
  - (b) an invitation to invest
  - (c) an invitation to take investment, financial or banking services from us.
- 19.6 Copyright. We claim copyright in the contents of our website. You cannot copy or use any of this content by any means unless we agree in writing beforehand.

## **20.0 International Payments**

- 20.1 An international payment is a payment by you from your account to a designated account outside the Republic of Ireland. We will advise you how to register for the international payment service. We can change the way you register for these services at any time. We will decide if a proposed designated account may be registered to receive international payments from you.
- 20.2 If we do agree to do this, you must give us the other person's IBAN and BIC, and any other information we need to register that person's account as a Designated Account.
- 20.3 We keep a record when you register for our international payment services and give us instructions relating to them. You agree our records are good evidence of your registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 20.4 Before you can make your first international payment to a designated account, we will require you to authenticate that designated account using a Security Code, which we will give you.
- 20.5 You cannot use the international payment service to transfer money from any loan account or credit card account you have with us or one of our subsidiaries.
- 20.6 If you use the international payment service to pay money into a loan account or credit card account you have with us, or one of our subsidiaries, you agree that you must contact us, or our subsidiary, to establish the correct balance on your loan or credit card account. You cannot rely on your own calculations.
- 20.7 Maximum transaction and daily limits apply to the amount you can pay from your Account in any banking day using our international payment service. We can change these limits at any time. Details of the current limits are available when you use the service.
- 20.8 We accept international payment instructions at any time. If you give us an international payment instruction to pay money from your Account, we treat the international payment instruction as given on the banking day ("D") on which we actually get it, so long as it is received by us before the cut off time for that international payment. If we receive it after the cut off time it will be treated as received by us on the next banking day. If the payment is in euro and PSR-regulated we will ensure the payee's bank is paid within one banking day of D. If it is a cross-border payment in Sterling or another EEA currency (non-euro) we will ensure the payee's bank is paid within three banking days of D.
- 20.9 If the international payment is not PSR regulated, we may take more time to pay it to the payee's bank.
- 20.10 The financial institution where the Designated Account is held controls payment into that account. We are not responsible for that.
- 20.11 If we need to convert one currency to another to carry out your instruction, we will use our foreign exchange rates. We will tell you what they are when you give us your instruction.

## **21.0 Mobile phone top-up**

- 21.1 You can use our mobile phone top-up service to ask us to send top-up payments to your mobile phone



service provider. This service may not be available for all providers. A list of those providers that accept top-up payments using this service is available on 365online.com.

- 21.2 When you register with us for this service, we will ask you for certain information, for example your phone and/or account number with the mobile phone service provider. We will send this information and your payment to your provider whenever you use this service.
- 21.3 We will keep a record when you register for our mobile top-up service and when you give us a mobile top-up instruction. You agree our records are good evidence of any such registration or top-up instruction (unless it is clear we made a mistake). You also agree we can assume any registration or top-up instruction comes from you.
- 21.4 When you register for the service, you must ensure you give us correct information. We will not be responsible for any incorrect payments made if the information you give us is not correct. If we make a mistake, we will correct it and restore your account to the way it would have been if the mistake had not been made.
- 21.5 Your mobile phone service provider controls the addition of value to your mobile phone account. We are not responsible for that. We are only responsible for ensuring that your provider is paid as you instructed.
- 21.6 If you have any query or are unhappy with the service being provided by your mobile phone service provider, please contact them. We have no responsibility for that service.

## **22.0 Standing Orders**

- 22.1 You can set up standing orders on your Current Account using 365 online. We require you to register this with us first and to verify your registration using a Security Code, which we will give you.
- 22.2 We keep a record when you register for a standing order and give us instructions about it. You agree our records are good evidence of any such registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 22.3 If you wish to cancel a standing order or standing order payment, you must instruct us by close of business one banking day before the payment is due. If your instruction arrives later than that and we make a standing order payment which does not comply with your instruction, we will not be responsible for any loss or expense caused to you or anyone else.

## **23.0 eStatements**

- 23.1 You can request to receive certain account statements electronically ("eStatements"). You will need to register with us first and to verify your registration using a Security Code, which we will give you. You will need to individually select each account for which you want to receive eStatements, and the accounts for which this service is available may vary from time to time and at our discretion
- 23.2 Once an account is registered for eStatements, you will no longer receive paper statements for that account. Your eStatements will be provided at the same frequency as your current paper statement. If you request a paper copy of an eStatement a duplicate statement fee may be applied.
- 23.3 eStatements can be viewed, saved or printed in PDF format. When accessed the PDF will open in a separate window and will not time out. It is your responsibility to view the eStatement in a safe and private place and to close the window when finished viewing the eStatement.
- 23.4 eStatements will be stored by us and accessible by you for a period of seven (7) years from the date they become available. You can at any time during this period download, or print and retain, a copy of the eStatement.
- 23.5 We will notify you, using your selected mode of notification when a new eStatement is available, either by the mobile phone number or email address supplied at registration. It is your responsibility to update your mobile phone number or email address if they change.
- 23.6 You can at any time switch back to receiving paper statements by giving us ten (10) days notice, after which the next statement will issue in paper.
- 23.7 You agree that any reference to statements in these terms and conditions or your Accounts terms and conditions, or any other terms and conditions agreed between us, shall include a reference to eStatements.
- 23.8 The provisions of Section 9 of these terms and conditions DO NOT apply to any account balance, or

transaction details, provided via this eStatement service, and any account details provided via eStatement may be considered as conclusive evidence of the state of your account.

## 24.0 Bank of Ireland Mobile Banking

- 24.1 Our mobile banking service allows you to use a range of Services. The Services available using the Bank of Ireland App or Mobile Website may vary from time to time at our discretion and depending on the type of handset you are using or the type of Account you have. To the extent that the Services, or any of them, are available, they will be provided in accordance with the various terms set out in these terms and conditions.
- 24.2 In order to use our mobile banking service you must be registered for our 365 online service as you will need a 365 PIN and User ID to use the mobile banking service.
- 24.3 If you download the Bank of Ireland App, you do so at your own risk, and we make no representation, and give no warranty, as to the functionality or suitability of the Bank of Ireland App which is provided "as is".
- 24.4 If you download the Bank of Ireland App, we grant you a non-exclusive licence to use the Bank of Ireland App solely for the purposes of using the mobile banking services. You agree that all intellectual property rights in and to the Bank of Ireland App are and remain the property of Bank of Ireland and you agree that you shall not copy, modify or adapt the Bank of Ireland App in any way. The licence granted above will expire upon termination of this Agreement by either of us. You are deemed to have accepted this licence and the terms of the licence by downloading the Bank of Ireland App to your Mobile Device.
- 24.5 Whilst we put reasonable IT security measures in place, we cannot guarantee the privacy or security of any information that concerns you, and passes over the internet, or via mobile networks. If you use Bank of Ireland Mobile Banking, you acknowledge and accept these risks.

## 25.0 Pay to Mobile

The following Clause 25 only applies to Pay to Mobile.

- 25.1 Pay to Mobile allows you to make payments to or receive payments from our other customers within the Republic of Ireland only.

To **send** and **receive** Pay to Mobile payments, you must have completed the following:

- a) registration for 365 online services;
  - b) registration of your mobile phone number using a Security Code;
- 25.2
- c) download of the Bank of Ireland Mobile App;
  - d) registration of your mobile phone number and the Account you would like to receive Pay to Mobile payments into on 365 online services (not the Bank of Ireland Mobile App). We can change the way you register for these services at any time.

To **receive** Pay to Mobile payments **only**, you must have completed the following:

- a) registration for 365 online services;
  - b) registration of your mobile phone number using a Security Code;
- 25.3
- c) registration of your mobile phone number and the Account you would like to receive Pay to Mobile payments into on 365 online services (not the Bank of Ireland Mobile App). We can change the way you register for these services at any time.

Once you are registered to send Pay to Mobile payments in accordance with Clause 25.2, you can make payments via the Bank of Ireland Mobile App by inputting the payee's mobile phone number. Before doing this, you must ensure that (i) the payee is registered to receive Pay to Mobile payments in accordance with Clause 25.3; and (ii) the payee's mobile phone number you use is correct as we will not be responsible if you send money to the wrong payee. Should the payee not be registered for Pay to Mobile, you will receive a notification informing you that the payee has not registered to receive Pay to Mobile payments and no payment will be made. We will not be liable to you or anyone else for any losses you suffer or losses you incur if you attempt to send a payment to a payee who is not registered to receive Pay to Mobile payments. Please note that you cannot make Future Dated Payments using Pay to Mobile.

- 25.4
- 25.5 Once you send a Pay to Mobile payment to a registered Pay to Mobile payee, you will receive an SMS message confirming that your Pay to Mobile payment has been sent from your registered Account. The registered Pay to Mobile payee will also receive a SMS message confirming that your Pay to Mobile instruction has been made to their registered Account. By selecting a contact when using Pay to Mobile

to make an instruction, you consent to the Bank of Ireland Mobile App accessing data in your address book.

- 25.6 You agree that when we process any instruction you send to a payee by Pay to Mobile, we will rely on the payee's mobile phone number only that is given with the instruction. When making a Pay to Mobile payment, you must ensure the intended payee and their mobile number is correct; otherwise the payment will not be processed or it may be made to the wrong payee. We will not be liable to you or anyone else for any losses you suffer or costs you incur if the payment is sent to the wrong payee due to any error in your Pay to Mobile instruction or any error in the payee's Pay to Mobile registration details. We will make every reasonable effort to get back any money involved in the transaction, but we may charge you for any reasonable costs that we have to pay. This Clause 25.6 overrides any conflicting term in these terms and conditions or your Accounts terms and conditions, or any other terms and conditions agreed between us.
- 25.7 We do not charge you for sending or receiving payments through Pay to Mobile (network charges may apply for using the Bank of Ireland Mobile App). Please see Clause 11 for further details on our charges generally.
- 25.8 We accept payment instructions at any time. If you give us a payment instruction to pay money from your Account, we treat the payment instruction as given on the banking day ("D") on which we actually get it, so long as it is received by us before 3:30pm (the cut off time for domestic payments). If we receive it after 3:30pm it will be treated as received by us on the next banking day. If you give us a Pay to Mobile instruction to pay money to an Account held by us, we pay it on the banking day we get your payment instruction. If the payment is in euro and PSR-regulated we will ensure the payee's bank is paid within one banking day of D. If it is a cross-border payment in Sterling, or another EEA Currency (non-euro), we will ensure the payee's bank is paid within three banking days of D. We can only act on your instructions when we get them. You acknowledge and agree there may be a time lag between the time you instruct us for a Pay to Mobile payment and when we get that instruction, and we can take no responsibility for that.
- 25.9 You authorise us to disclose your mobile phone number when you use Pay to Mobile or when we process your request or display this information in messages sent to any payer or payee. We will use any information you provide to us in connection with sending or receiving Pay to Mobile payments only for the purposes of administering those payments and to contact you via your registered mobile phone number in relation to your Pay to Mobile payments.
- 25.10 Because Pay to Mobile can be used to make payments via the Bank of Ireland Mobile App, you must keep your Mobile Device secure and not logged into the Bank of Ireland Mobile App.
- 25.11 We will not be liable to you or anyone else for any losses you suffer or costs you incur because:  
(a) you are unable to access or use Pay to Mobile for any reason or there is a delay in its use;  
(b) any device, hardware or software you use in connection with Pay to Mobile is damaged or corrupted or fails to work;  
(c) Pay to Mobile does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;  
(d) you did not receive any SMS notifications in a timely manner; or  
(e) there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.
- 25.12 Minimum and maximum transaction and daily limits apply to the amount you can send or receive using Pay to Mobile. We can change these limits at any time. Details of the current limits are available when you use the Pay to Mobile service.
- 25.13 We keep a record when you register to make Pay to Mobile payments and when you instruct us about this type of payment. You agree that our records are good evidence of your registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 25.14 You cannot use the Pay to Mobile service to transfer money from any loan or credit card account you have with us or one of our subsidiaries.
- 25.15 You permit us to act on any Pay to Mobile instruction you give us or which appears to have been given by you. You cannot withdraw this permission.
- 25.16 Once a Pay to Mobile instruction is received with the correct security devices, you agree that we can act on it. You understand we do not make any more security checks.
- 25.17 You can ask us to cancel or amend a Pay to Mobile instruction, but we do not have to do so.

- 25.18 If we receive a Pay to Mobile instruction that does not have the information that we need to identify the payee's Account, for example the mobile phone number, we may refuse to process it. We will tell you if we refuse to process an instruction for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 25.19 We can refuse to process a Pay to Mobile instruction if you do not have enough money in your Account (or enough unused agreed overdraft limit on your account) to make the payment. We will not be liable to you or anyone else for any loss or expense this causes.
- 25.20 Sometimes we use the Society for Worldwide Interbank Financial Telecommunications (SWIFT) to carry out an instruction from you to transfer funds to a domestic or international payee. SWIFT is based in Belgium and has centres in Europe and the United States of America. Your transaction data can be stored for a time in these centres. You consent to this under the Data Protection Act 1988 as amended.