

# Credit Cards Online Servicing

**This document contains the terms and conditions applicable to our Online Banking Service (the “Service”). By using the Service you are agreeing to be bound by the terms and conditions outlined below (the “Terms”).**

The Terms apply to any customer (referred to as “you” and “your”) and to the Bank of Ireland UK and its successors and assigns (referred to as “we”, “us” or “our”) which provides the Service.

Some words in the Terms have certain meanings:

- **‘Account’** means your Bank of Ireland Credit Card Account;
  - **“Authorised TPP”** means a third party service provider who holds an appropriate authorisation from the relevant regulatory authorities to provide certain payment services in respect of your account(s).
  - **‘Balance Transfer’** means a payment we agree to make on your request to another credit card provider (excluding any Bank of Ireland Group company ), which pays off or reduces the amount that you owe to that other provider we transfer the amount of the payment we make to your Account ;
  - **‘Bank of Ireland Group’** means us and any company which is from time to time a holding company of us, a subsidiary or subsidiary undertaking of us. Bank of Ireland is regulated by the Central Bank of Ireland. Registered Office and Head Office, 40 Mespil Road, Dublin 4, Ireland.
  - **‘Business Day’** means any day from Monday to Friday (excluding bank holidays) when we are open for business as required for the execution of a payment transaction;
  - **‘Credit Card’** means the credit card(s) issued by us to you or to an Additional Cardholder to use with the Account
  - **‘Customer Service Centre’** means the office which administers your Account, the current telephone number is 1890 251 251. Telephone calls may be monitored and recorded for training purposes;
  - **‘Personal Information’** means the unique personal information provided by you to us which you will be asked to confirm when you access the Service through Bank of Ireland Credit Cards Online Servicing;
  - **‘Service’** means the Bank of Ireland Credit Cards Online Servicing called Credit Care, as described at [number] of these Terms;
  - **‘Service Provider’** is TSYS; and
  - **‘System’** means any technology used for providing the Service
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## 1. Application of the Terms

**1.1** Your Account has its own terms and conditions which may be relevant to the Service. If there is a conflict, the terms and conditions that apply to your Account take precedence over these Terms.

Your electronic acceptance of these Terms shall be deemed valid, authentic and will have the same legal effect as if you had signed a physical contract. You agree to receive any electronic message that is sent in the course of providing the Service to the latest e-mail address that you provided to register for the Service.

By agreeing to these Terms, you agree to receive notices and disclosures from the Bank and/or the Service Provider in connection with the Service in an electronic email form and you agree not to block receipt of such communication. You also agree to update your details through the Service if there is any change in your e-mail address with respect to the Service.

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## 2. Accessing the Service

**2.1** The Bank has arranged for the provision of the Service to be carried out by the Service Provider.

**2.2** To register to use the Service you must have at least one Account. You can register your Account and activate access via our website [click here](#) using the security details set out below. You must do this before you can use the Service.

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## 3. Features of the Service

**3.1** The Service allows you to:

- **3.1.1** obtain information relating to the balance and transactions on your Account;
- **3.1.2** opt in or out of receiving paper statements any time by updating your preferences via the Service or by contacting our Customer Service Centre; and
- **3.1.3** use such other facilities as we may from time to time make available through the Service.

**3.2** The balances on your Accounts are those at the close of business on the previous Business Day.

**3.3** Any Account balance available through the Service is for information purposes only and may be subject to adjustment as transactions progress through the Visa and MasterCard clearing and payment systems. If you need to rely on a balance you can use the Service to view or download or print your eStatements.

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## 4. Payments and Balance Transfers

**4.1** When using the Service you can only make payments into your Account.

**4.2** If we agree to make a Balance Transfer to your account, the transfer of funds can take up to 15 Business Days. The terms and conditions of Balance Transfers will vary, depending on the offer available to you at the time. The terms and conditions of Balance Transfers are available in your standard terms and conditions.

**4.3** All payments and Balance Transfers will be made in Euros.

**4.4** We may refuse to carry out any payment or Balance Transfer if we have reasonable doubts about:

- **4.4.1** the identity or authority of the person requesting the payment or Balance Transfer;
  - **4.4.2** the lawfulness of the payment or Balance Transfer;
  - **4.4.3** the clearance of any funds required to meet the payment; or
  - **4.4.4** compliance with these Terms.
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## 5. Registration for and security of the Service

**5.1** While we take reasonable security precautions, the nature of communication by the internet is such that we cannot guarantee the privacy or confidentiality of information relating to you passing over the internet. In using the Service you accept that electronic mail messaging may not be free from interference by third parties and may not remain confidential. You use our Service entirely at your own risk.

**5.2** To register for the Service log on to Credit Care, provide a username and password and enter your Account number and security information. You will need this username and password each time you log on to access the Service. You should check and confirm that the details you have entered are correct. Once you have registered we will send you a confirmation email to the email address you have provided at registration.

**5.3** To help prevent fraud and protect the Service you must:

- **5.3.1** sign your card as soon as you receive it;
- **5.3.2** do not write down or record your username and password;
- **5.3.3** if you change your username and password, avoid one that anybody else might guess easily;
- **5.3.4** take steps to keep your username and password secret at all times;
- **5.3.5** never disclose to or allow anyone else to use, your username and password other than an authorised TPP if using their service(s); and
- **5.3.6** ensure that your registered address, telephone number and email address are up to date and that your arrangements for receiving mail at your registered address and email address are secure.

**5.4** You must check your statement carefully and tell us immediately if you think it contains any errors.

**5.5** You must tell us immediately if you think we have made any other mistake in the operation of the Service.

**5.6** If you act fraudulently in relation to your Account you will be liable for all losses. If you act without reasonable care and losses are caused, you may be liable for them. We may decide that you have not acted with reasonable care if you fail to follow the security safeguards set out in clause 5 or elsewhere in the Terms.

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## 6. Our Obligations to You

**6.1** If you break any of these Terms we may take reasonable and proportionate steps to protect our position; for example, by terminating, suspending or restricting your use of the Service.

**6.2** We will take reasonable steps to ensure the Service is provided to a good standard. However, you accept that it is not currently technically possible to provide an internet service without interruption or downtime.

**6.3** We will not be liable for any delay, suspension or restriction in the Service in performing any of our obligations where such delay or failure arises because of:

- **6.3.1** Civil disturbance, industrial dispute or any circumstances beyond our reasonable control; or
- **6.3.2** any failure of the service provider or the system.

**6.4** We reserve the right to suspend the Service to prevent fraud and we reserve the right to impose restrictions and limitations (at any time) to reduce the risk of fraud.

**6.5** Unless you tell us you want paper statements we will send you eStatements. You will be deemed to have received an eStatement or any document once that eStatement or document is available on the Service for viewing.

Where we provide eStatements, we may, but we do not have to, send you an email each month to the most recent e-mail address you have given us, to let you know that your eStatement is ready to view on the Service.

[Once an Account is registered to be provided with documents and account statements in paper form, you will continue to be provided with eStatements for that Account. Your paper documents and statements will be provided at the same frequency as the eStatements]

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 you finish viewing the eStatement.

eStatements will be stored by us and accessible by you on the system for a period of 12 months from the date they become available. You can at any time during this period download, or print and retain, a copy of the eStatement. If, however, you close an Account with us, or terminate this Agreement, the relevant eStatements will no longer be available, and you should download or print any eStatements required prior to closing any Account or terminating this Agreement.]

**6.6** We will not be responsible if the e-mail notification is not received by you for any reason, including because your e-mail address has changed and you have not told us, or it has become invalid, or due to systems failure, interruptions in communications systems or other similar reasons.

**6.7** If you do not receive an email notification before the date on which your payment is due, you should log into the Service or contact the Customer Service Centre on 1890 251 251. Even if you have not received our e-mail or any other notification, or you have not been able to access your statement online, you must still pay at least the minimum repayment on your Account on time in accordance with your Account terms and conditions.

**6.8** Where you have consented to receive marketing material from us, we may send you emails about the Service and other services and products that we provide. If you do not wish to receive emails about our products and services, please contact the Customer Service Centre (calls may be recorded and monitored for training and security purposes).

**6.9** Instead of notification by email, we may choose to send you notification by other means, including other electronic means such as SMS, alert or any other suitable method.

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## 7. Charges

**7.1** The Service is currently free of charge. You agree to pay any charge that we make for the Service. Any such charge will be reasonable and proportionate to the amount of work that we have to do. We will advise you in writing of the introduction of a charge not less than 30 days in advance and you will be given the option to discontinue your use of the Service.

**7.2** We will debit your Account with charges unless you make a different arrangement with us.

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## 8. Changes to these Terms

**8.1** These Terms may be changed by us to:

- **8.1.1** make them easier to understand, fairer or to correct mistakes;
- **8.1.2** reflect changes in the law, regulatory guidance or in any code of practice;
- **8.1.3** improve the service offered to you or to make it more efficient or cost effective; or
- **8.1.4** reflect a decision or recommendation of any court or ombudsman.

**8.2** Where any change to these Terms is to your disadvantage (or if it is not clear whether or not it is to your advantage or disadvantage) we will notify you at least 30 days before it takes effect either by an announcement on the website (to which we will draw your attention by email alert) or by email or by letter. You may terminate your access to the Service by immediate written notice and without charge if you wish.

**8.3** If a change is clearly to your advantage we may make the change immediately and announce it on the website within 30 days.

**8.4** An accidental error or omission in telling you about a change to these Terms shall not invalidate the change.

**8.5** We will make the current version of these Terms available on the service website.

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## 9. Ending this Agreement

**9.1** Your access to the Service will be withdrawn if we are notified that you have been made bankrupt, or we have received notification of your death.

**9.2** You may end your access to the Service by writing to us.

**9.3** We may withdraw the Service from you by giving you 30 days' notice. We can also withdraw the Service from you without any notice if:

- **9.3.1** you cease to have an Account;
- **9.3.2** you have broken any of these Terms;
- **9.3.3** you have broken any of your Card Terms and Conditions;
- **9.3.4** you die or lose contractual capacity;
- **9.3.5** you become bankrupt, insolvent (under Irish or other law), seek legal protection from your creditors or enter a composition or settlement agreement with your creditors under a statutory scheme or otherwise;
- **9.3.6** it ceases to be either technically practicable or commercially economic for us to provide the Service to you;
- **9.3.7** you have failed security checks in a manner that the Bank deems unacceptable; or
- **9.3.8** there is a reasonable suspicion of unauthorised or fraudulent activity on the Credit Card;

**9.4** Notwithstanding the termination of the Agreement or the withdrawal of the Service, these Terms and the terms and conditions applicable to your Account will remain in force until any monies due by you to us are paid in full.

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## 10. Complaints

**10.1** If you have a complaint, we want to know. In the first instance you should contact our Customer Service Centre on 1890 251 251 and they will be happy to help. If you would like full details of our Complaints procedure, we will provide these to you on request. If we are unable to resolve your complaint within five Business Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email.

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## 11. Jurisdiction

**11.1** You and we agree that these Terms shall be governed by, and construed in accordance with, the law of Ireland and the only courts to have jurisdiction over any dispute relating to the Service will be the courts of the Republic of Ireland.

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## 12. Records

**12.1** We may record instructions received from you by telephone for security reasons and you accept that any recording may be used as evidence in the event of a dispute between you and us.

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## 13. Cancellation of the Service

**13.1** If you wish to cancel the Service you can do so by deleting the Accounts registered for the Service on the Bank of Ireland website.

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## 14. Passwords and Unauthorised Use

**14.1** You are responsible for maintaining the confidentiality of the Service profile and your password and should never share them with anyone, other than an authorised TPP if using their service(s). You are responsible for any and all activities that occur in relation to your profile and password.

If the Service has been used fraudulently, you must immediately notify us and we will need to cancel your and reissue the Card for the Account registered. You may advise us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com)

You will also need to change access passwords. The Bank has the right to interrupt or restrict the Service without notice if we suspect that any unauthorised, illegal or fraudulent activity is being performed through the Service. In the event we suspect or detect any fraud or unauthorised activity on your Account, or being performed through the Service we will advise you and/or the relevant cardholder via phone call, SMS message or email as appropriate. If we deem it

necessary we may block your Account and/or any card issued on the Account and will advise you and/or the relevant cardholder of the block and how it may be removed. You agree to cooperate with the Bank in any fraud investigation.

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## 15. General

**15.1** The information appearing on the other pages of our website is not an offer or solicitation of investment, financial or banking services to you and is provided for information only.

**15.2** We claim copyright over the information contained in our website pages which may not be copied, transmitted, converted, transcribed or reproduced by you without our prior written consent.

Effective date: 13 January 2018