

Terms and Conditions

365 phone and Digital banking

Effective 25 August 2025



Welcome to 365 phone and Digital banking

These **365 phone** and **Digital banking** Terms and Conditions ("365 Terms and Conditions") apply to the services which are available to you through **365 phone** and **Digital banking** (together the "**365 Services**"). They tell you how the services work and, by using the **365 Services**, you accept these 365 Terms and Conditions.

These 365 Terms and Conditions are in addition to the terms and conditions which apply to your **Account** (the "**Account Terms and Conditions**"), which should be read together. You can find the **Account Terms and Conditions** on our **website** (www.bankofirelanduk.com) or at any of our branches.

These 365 Terms and Conditions will take priority for the provision of **365 Services**. This will be the case even if they conflict with the **Account Terms and Conditions**. In all other instances, the **Account Terms and Conditions** will take priority.

If there is anything in these 365 Terms and Conditions which you do not understand, please contact us on the applicable number on our **Website**. You can also speak to the staff in any of our branches. We're here to help.

Important Legal Information

This document sets out the terms and conditions of the agreement between Bank of Ireland (UK) plc ("we", "us" or "our") and the **Account Holder** ("you" and "your") for the provision of **365 Services** available through **365 phone** and **Digital banking**. Make sure you read this document carefully and keep a copy safe in case you need it in the future. You can't transfer your rights under this agreement to anyone else. We may transfer our rights to another person, but this won't change the nature of your agreement, including your right to take legal action. We'll let you know about any transfer as soon as possible, unless it doesn't affect how we operate the services covered by this agreement. Your agreement with us is in English, and we'll only ever communicate with you in English.

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1.0 365 Services

- 1.1 Use of the **365 Services** is limited to: (i) you (as the **Account Holder**); or (ii) a **Card Holder** with your permission; or (iii) persons with authority from you to operate the **Account** on your behalf. No-one else can access or use the **365 Services**.
- 1.2 If you are a **Card Holder** on an **Account**, but not the **Account Holder**, access to the **365 Services** for that **Account** will be limited (for example, you may not be able to view balances or transactions unless the **Account Holder** has given us permission). As a **Card Holder**, you will need to use a **Digital Security Key** or **Physical Security Key** to approve certain credit or debit card transactions on the **Account**. As the **Account Holder**, you are responsible for ensuring that a **Card Holder** is aware of, and complies with, these 365 Terms and Conditions when accessing the **365 Services**. You are also liable for all transactions carried out by a **Card Holder** on your **Account** using the **365 Services**.
- 1.3 If you choose to give another person access to the **365 Services** on your behalf:
- (a) you must satisfy yourself that the person chosen is suitable and will use the **365 Services** in accordance with these 365 Terms and Conditions;
 - (b) you agree that we can deal with that person as if they were you for the purposes of these 365 Terms and Conditions and we will not be liable to you or anyone else for any loss or expense incurred as a result of us acting on the instructions of the person chosen by you to use the **365 Services**;
 - (c) any change to the identity of the person authorised to use the **365 Services** on your behalf must be notified to us in writing by completing the relevant form and providing it to us. Such notification will be treated by us as effective from the time of receipt;
 - (d) you authorise us to (but we do not have to) suspend transactions on your **Account** where we reasonably believe: (i) we have an unclear authority from you, or the person authorised to use the **365 Services** on your behalf; or (ii) we have contradictory instructions in relation to the operation of the **365 Services** or your **Account**. The suspension on your **Account** will stay in place until you give us a clear authority or instruction (in a form acceptable to us) to proceed with the transaction.
- 1.4 Some of the services on **365 phone** are available as self-service instructions (in other words, you do not need to speak to an agent). When you use the self-service features of **365 phone**, we may ask you to use **365 mobile** as a way of confirming that you are who you say you are. Using **365 mobile**, we may ask you to provide **Security Credentials** (for example, a response to a **Push Notification**). If you do not use **365 mobile**, you will need to speak to an advisor during normal business hours (published on our **Website**) to use **365 phone**. You will not be able to use **365 phone** outside these hours. If you do not currently use **365 mobile**, we recommend that you download the app to ensure you can take advantage of the full range of services available through **365 phone** in the future.

- 1.5 Once you register for **Digital banking**, you will have access to **eStatements** if your **Account** is eligible. We will tell you at the time of registration if your **Account** is eligible for **eStatements**.
- ## 2.0 365 mobile
- 2.1 This section relates to the use of **365 mobile** only. **365 mobile** is a form of online banking, and all services provided, and instructions processed, using **365 mobile** are to be provided and processed in accordance with the relevant provisions of these 365 Terms and Conditions. If you do not use **365 mobile**, this section does not apply to you.
- 2.2 To use **365 mobile**, you must be a registered user of **365 online**, and must have downloaded it from the relevant app store. You will then be able to access the services available through **365 mobile**, by using the applicable **Security Credentials**.
- 2.3 Because **365 mobile** gives you access to your **Account**, you must keep your **Registered Device** secure at all times and close the app if you are not using it. The paragraphs in these 365 Terms and Conditions relating to the security of your **Account** and your use of the **Security Credentials** also apply in relation to your use of **365 mobile**.
- 2.4 If you suspect that someone else knows your **User ID**, **365 PIN**, **Passcode** or other **Security Credentials**, or if your **Registered Device** or **Physical Security Key** is lost or stolen, you must tell us straight away. You can phone us free of charge on the Freephone number on our **Website**.
- 2.5 We will not be liable to you for any losses you suffer or costs you incur because of circumstances beyond our reasonable control. For example:
- (a) you are unable to access or use **365 mobile** for any reason or there is a delay in its use;
 - (b) any device, hardware or software you use in connection with **365 mobile** is damaged, corrupted or fails to work;
 - (c) you did not receive any SMS alerts or **Push Notifications** in a timely manner for reasons outside our control; or
 - (d) there is a reduced level or failure to provide any of our **365 Services** caused by any third party service providers, including software providers and mobile operators.
- 2.6 You must keep all software on your **Mobile Device** up-to- date. From time to time, we may issue updates to **365 mobile** and, depending on the update, you may not be able to use **365 mobile** until you have downloaded the latest version of the app and accepted any new terms.
- 2.7 You must keep your **Registered Device** in your possession and you must not leave it unattended or make it accessible by anyone else.
- 2.8 When you enable biometric data on your **Registered Device** (for example, Face ID and Touch ID on Apple devices, and facial recognition and fingerprint on Android), it is important that you only register your own biometric data as this may be used as a type of **Security Credential** when you use **Digital banking**.

- 2.9 Do not allow anyone else to use their biometric data on your **Registered Device** because this may give them access to your **Account**. They may then be able to give us instructions and/or make payments from your **Account**. If someone else's biometric data is used in this way, we will consider it to be authorised by you, and you will be responsible for it.
- 2.10 You must delete **365 mobile** from a **Registered Device** before you discard it.
- 2.11 **365 mobile** uses cookies and similar technologies ('cookies') when you register, to authenticate you when you use the service. This helps us to detect fraudulent behaviour and patterns on your **Account** and to generally improve your user experience on **365 mobile**. By using **365 mobile**, you accept our use of cookies as set out in our cookie policy. Certain services on **365 mobile**, such as the ATM/branch locator, also make use of location data sent from your **Mobile Device**. If you use these services, you will be asked to consent to our transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your **Mobile Device** or on **365 mobile**.
- 2.12 If you download **365 mobile**, you do so at your own risk, and we make no representation, and give no warranty, as to the functionality or suitability of **365 mobile** which is provided to you "as is". We also grant you a non-exclusive licence to use **365 mobile** solely for the purposes of using our mobile banking services. You agree that all copyright and other intellectual property rights in and to **365 mobile** are and remain our exclusive property and you agree that you will not copy, modify or adapt **365 mobile** in any way. The licence granted above will expire upon termination of this agreement for the provision of **365 Services**. By downloading **365 mobile** to your **Mobile Device**, you are confirming your acceptance of the terms of this licence.
- 2.13 Whilst we put in place reasonable IT security measures to protect your privacy, we cannot guarantee the privacy or security of any of your information that passes over the internet, or via mobile networks. If you use **365 mobile**, you acknowledge and accept these risks.

3.0 Security and Authentication

- 3.1 We will give or ask you to set a **365 PIN** which is unique to you. You will need to use it when prompted to access some of the **365 Services**. We may also ask you to set a **Passcode** on your **Registered Device** which you may need to access some **365 Services**. Your **365 PIN** and **Passcode** are both types of **Security Credential** designed to protect your **Account**.
- 3.2 We may also give you a unique **User ID** for use in connection with **Digital banking**. If we ask you for this, you must give it to us when prompted.
- 3.3 In addition to the above steps, we may provide you with additional **Security Credentials** to access your **Account** and use the **365 Services**. We use **Security Credentials** to improve security and to help reduce the risk of fraud on your **Account**. It is very important that you use the applicable **Security Credentials** when accessing the **365 Services**.

3.4 Digital Security Key

When you install **365 mobile**, you will need to register your **Mobile Device** with us. We will tell you how to pair your **Mobile Device** with your **Digital banking** profile (which may include entering an **Activation Code**). Your **Mobile Device** will then be a **Registered Device** and will become your **Digital Security Key**.

If you use a **Digital Security Key**, you must be aware of the following:

- You can have more than one **Registered Device** on your **Digital banking** profile.
- You can register the same **Registered Device** with multiple **Digital banking** profiles.
- Your **Registered Device** is a type of **Security Credential** once you have paired it with your **Digital banking** profile by following the instructions we give you.
- To use **365 mobile**, you must enable **Push Notifications** on your **Registered Device**. We may send you a **Push Notification** to authorise certain services or instructions on your **Account** or to access **Digital banking**.
- If you receive a **Push Notification** asking you to confirm a transaction that you have not requested, you must tell us straight away. You can phone us free of charge on the Freephone number given on our **Website**.

3.5 Physical Security Key

A **Physical Security Key** is a physical hand-held device that can generate security codes which allow you to access services through **Digital banking**. If you use a **Physical Security Key**, you must be aware of the following:

- If you do not have a **Registered Device**, you may need a **Physical Security Key** to access **Digital banking**.
- When you get your **Physical Security Key**, you will need to activate it and create a **365 PIN** which you will need every time you use the **Physical Security Key**.
- Once activated, your **Physical Security Key** will be a type of **Security Credential**.

3.6 You must keep your **Physical Security Key** safe and secure at all times. If you think or know that it is lost or stolen, you must tell us straight away. You can phone us free of charge using the Freephone number on our **Website**.

3.7 We may ask you to answer security questions, or to use another type of **Security Credential** (or a combination of them), before allowing you use **Digital banking**.

3.8 You must keep your **Security Credentials** secret, and you must never share them with anyone. You must not write them down or record them in a way that would let someone else use them without your knowledge or permission.

3.9 If you know or suspect your **Security Credentials** are known by someone who should not know them or your **Registered Device** or **Physical Security Key** is lost or stolen, you must tell us straight away. You can phone us free of charge using the Freephone number on our **Website**.

- 3.10 We will never contact you to ask for your **Security Credentials** and we will not ask anyone else to do so on our behalf. If you receive such a request, you must not give them in any circumstances, and you should report such activity to us immediately to help us protect your **Account**.
- 3.11 We may use software, cookies and other technologies to help us identify you to help us detect fraudulent behaviour and patterns on your **Account**. We may also use those technologies to check for viruses or other harmful programs (such as malware) on the computer or **Mobile Device** you use to access **Digital banking**. If we suspect or detect any fraudulent or unauthorised activity on your **Account**, we will contact you (for example, by phone, SMS, email or **Push Notification** as appropriate). If we think it necessary, we may block your **Account** and tell you how to remove the block.
- 3.12 We describe various **Security Credentials** in these 365 Terms and Conditions (such as the **365 PIN, User ID, Passcode** (including those generated by a **Physical Security Key**). We may also use additional browser-based encryption, security measures and biometric data (such as facial recognition and fingerprints on devices) in the future to keep your **Account** secure.
- 3.13 You must maintain suitable equipment to allow you to use **Digital banking**. For example, a computer with a suitable browser and up-to-date security software. Further details are available under the accessibility section of www.365online.com.
- 3.14 We monitor security threats on your **Account** from time to time and take action where appropriate. We have put in place appropriate security measures to protect your **Account**, but we cannot guarantee the privacy or security of any of your information that passes over the internet. This is because of the nature of the internet. If you use **Digital banking**, you are aware of these risks and accept them. For example, you know it is possible for a person to intercept or interfere with emails.
- 3.15 You use our **Digital banking** channels at your own risk. Any information we provide about our products and services through **Digital banking** is for your information only and is not intended to be:
- (a) an offer as understood in contract law;
 - (b) an invitation to invest; or
 - (c) an invitation to take investment, financial or banking services from us.
- 3.16 We own all copyright and other intellectual property rights in our **Digital banking** channels and the **Website** and its content. You must not copy, use or distribute any of this content at any time.
- ## 4.0 Sending money from your Account
- 4.1 You may set up a **Designated Account** to receive funds from your **Account**. Some accounts cannot be used as a **Designated Account** and you will be told at the time if this is the case. Before you can transfer funds to a **Designated Account**, you will be asked to approve and provide authentication using the applicable **Security Credentials** (or any combination of them). You can send funds using any of the currency options which are available to you at the time.
- 4.2 Funds transfers are not permitted from loan or credit card accounts. Where a funds transfer is made to a loan or credit card account, the resultant balance may not be taken as conclusive evidence as to the state of the loan or credit card account. If you need conclusive evidence of the state of a loan or credit card account, you must contact your local branch to get the correct balance.
- 4.3 We keep records when you send money outside the UK from your **Account** and any instructions relating to them. You agree that such records are good evidence of your instructions (unless it is clear we have made a mistake).
- 4.4 UK funds transfer to a **Designated Account** are subject to maximum transaction and daily limits. Details of these limits are available on request and may be altered by us at our discretion from time to time.
- 4.5 Where **Future Dated Payments** are requested, they shall be processed according to date order. Where two or more **Future Dated Payments** are requested for the same date, they shall be processed in the order in which they were requested by you. If, for any reason, we are unable to process a **Future Dated Payment**, we will tell you within the payments pending section available through **Digital banking**.
- 4.6 You may cancel or amend a request for a **Future Dated Payment**, but you must tell us by the end of the **Banking Day** before the date on which the **Future Dated Payment** is due to be made. By way of example, if a **Future Dated Payment** is due to be made on Friday and you want to cancel it, you must tell us before the end of the day on Thursday.
- 4.7 The bank or financial institution where the **Designated Account** is held controls payment into that **Designated Account**. We are not responsible for that part of the transaction.
- ## 5.0 Acting on Instructions
- 5.1 You authorise us to act on all instructions received in respect of the **365 Services**, whether submitted via **365 phone** or **Digital banking** when issued using the applicable **Security Credentials**. We will act on any instructions which have been (or appear to us to have been) issued by you or by another person on your behalf (such as a **TPP**), without taking any further steps to authenticate such instructions. You understand that a **TPP** can give instructions to us on your behalf, and we will act on those instructions as if they came from you.
- 5.2 If you send money using the **365 Services**, you do so in the knowledge that instructions are only effective at the time they are received by us and there may be a time lag between the transmission of instructions over the internet and their receipt by us.
- 5.3 We may refuse to act on any instruction given by you in connection with the **365 Services** where there are insufficient cleared funds in your **Account** or where an arranged overdraft is not in place for your **Account** (where applicable). We may also refuse to act on an instruction where there is an arranged overdraft on your **Account**, but it would be exceeded if we acted on the instruction.

- 5.4 All instructions for authorised payments from your **Account** using the **365 Services** may result in a liability for you. This means you may be legally responsible for settling any amounts outstanding on your **Account**. We may refuse to act on any instruction if it does not contain the relevant **IBAN** and **BIC** number, or sort code and account number, or any other necessary unique identifier of the payee (meaning the person you want to pay money to). If you instruct us through the **365 Services** to make a payment to a payee whom we suspect to be acting illegally or fraudulently, we may: (i) delay the payment to make further enquiries; and/or (ii) contact you (for example by SMS, email, phone, or **Push Notification**) and ask you to carry out checks to make sure the payee is genuine. If we decide to delay the payment, we will only do so for as long as it takes to make further enquiries and, in any event, no longer than four **Banking Days** after the date of receipt of your instruction. We will also tell you about the delay and the reasons for it, unless it is unlawful for us to do so.
- 5.5 In the event that we refuse to process an instruction in connection with the **365 Services**, we will tell you at the time. You may cancel or amend any instruction given, provided the instruction has not already been carried out by us or it is too late to cancel or amend the instruction. This means you must cancel or amend the instruction before the end of the **Banking Day** preceding the date on which the instruction is due to be carried out.
- 5.6 Once an instruction is received with the applicable **Security Credentials**, you acknowledge and agree that we can act on it. You also understand that we do not make any more security checks if the instruction has been (or appears to us to have been) issued by you or by a **TPP** on your behalf.
- 5.7 You can consent to a payment transaction on your **Account** through a **PISP** by following the procedures required by such **PISP** for this purpose. If we receive an instruction from a **PISP** to initiate a payment on your **Account**, we will treat this as an instruction from you. You can also allow an **AISP** to access details of your **Account** by following the procedures required by such **AISP** for this purpose. If we receive an instruction from an **AISP** to access information about your **Account**, we will similarly treat this as an instruction from you. You can also allow a **CPBII** to check whether money is available in your **Account** by following the procedures required, by such **CPBII** for this purpose. If we receive an instruction from a **CPBII** to access information about your **Account**, we will similarly treat this as an instruction from you.
- 5.8 A **TPP** must hold an appropriate form of authorisation from you to provide certain payment services in respect of your **Account**. We may refuse to process a payment transaction from a **PISP** or a request for account information from an **AISP** where we know, or have reasonable grounds to suspect, that: (a) you have not authorised us to process the transaction or the request; or (b) the transaction or the request may be fraudulent. If this happens, we will tell you as soon as possible and give you the reason for our refusal, unless we are prevented by law or regulation from doing so, or we reasonably believe it would compromise our security measures.
- ## 6.0 Joint Accounts
- 6.1 If your **Account** is held in the name of two or more persons at any time, any one of you may, acting alone, be able to use the **365 Services**. Each of you who want to use the **365 Services** must register and apply for your own separate **365 PIN**, **User ID**, **Passcode** and any other applicable **Security Credentials** (as required).
- 6.2 If you have a **Joint Account**, each of you is jointly and severally liable under these 365 Terms and Conditions and for any instructions 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 under these 365 Terms and Conditions or any instructions given to us.
- 6.3 Any and all obligations, covenants, agreements, indemnities and other duties provided for in these 365 Terms and Conditions shall have effect as if they were joint and several obligations, covenants, agreements, indemnities and other duties by any such persons. For a **Joint Account**, this means we can hold all or any one of you responsible for the obligations, covenants, agreements, indemnities and other duties contained in these 365 Terms and Conditions.
- ## 7.0 Records
- 7.1 We will record payment instructions received by us in relation to the **365 Services** and we will use these records to resolve any disputes involving any unauthorised or incorrectly executed payments on your **Account**. We do, however, accept that these records on their own will not be conclusive evidence that the transaction was in fact authorised by you, or that you failed with intent or gross negligence to use the applicable **Security Credentials**.
- ## 8.0 Account Balances
- 8.1 You accept that information about your **Account** balance (other than Visa and MasterCard **Accounts**) on any **Day of Access** is based on:
- (a) the **Account** balance as at close of business on the **Banking Day** prior to the **Day of Access**; and
 - (b) all cheques due for value on the **Day of Access**, standing orders, all automated debits and credits due for value on the **Day of Access**; and
 - (c) debits and credits made by use of branch terminals and the cash machine network or any other electronic money transfer system.
- 8.2 All transactions included under sub-paragraphs (b) and (c) above are for information purposes only, and you acknowledge that their status will not be confirmed until close of business on the **Day of Access**.
- 8.3 You accept that information about **Account** balances for Bank of Ireland UK Visa and MasterCard **Accounts** consists of the balances set at close of business on the **Banking Day** prior to the **Day of Access**.
- 8.4 The information made available to you or any other person authorised by you (for example, a **TPP**) through the **365 Services** shall not be taken as conclusive evidence between us and you as to the state of your **Account** and, while we take all reasonable steps to ensure the accuracy and completeness of all such information, we shall not be liable for any loss incurred by you by reason, or in consequence of, any such

information. If you need conclusive evidence as to the state of your **Account** (e.g. an up-to-date statement), you should contact us by using the applicable number on our **Website** or speak to the staff in any of our branches.

9.0 Charges

- 9.1 We do not currently charge for the **365 Services** available through **Digital banking** or **365 phone**, but we may decide to introduce charges in the future. If we do, we will tell you before we introduce them. The amount of notice we will give you for introducing charges for the **365 Services** will comply with the applicable laws and regulations at that time.
- 9.2 Unless you tell us otherwise, we will debit your **Account** with any charges for the **365 Services** should any charges be introduced in the future. In such circumstances, you will be free to stop using the **365 Services** and end this agreement between us and you for the provision of **365 Services**; but, before doing so, you must settle any amounts which you may owe to us in connection with the **365 Services**. In the absence of any notice to the contrary, we will treat your ongoing use of the **365 Services** as your acceptance of the charges with effect from their notified effective date.
- 9.3 Where applicable, we will charge our standard fees and charges for individual transactions/services on your **Account** in accordance with our then current brochure of fees and charges. Details of these fees and charges are set out in our brochure of fees and charges which may be updated by us from time to time. Our current brochure of fees and charges is available from any of our branches and on our **Website**.
- 9.4 We do not charge for **365 mobile**, but 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.
- 9.5 If you use a **TPP** to perform certain activities on your **Account**, the **TPP** may charge their own fees and charges for these activities. Any charges applied by a **TPP** are beyond our control and you should speak to the **TPP** for details of their charges. Anything you owe to a **TPP** is in addition to any fees or charges you owe to us on your **Account** or for using the **365 Services**.

10.0 Changes to these 365 Terms and Conditions or the 365 Services

- 10.1 We may from time to time change or add to these 365 Terms and Conditions and/or the **365 Services**. Changes and additions are sometimes necessary to comply with regulatory requirements, reflect changes to the law, or to enhance the security of the **365 Services**.
- 10.2 We will let you know if we change or add to the **365 Services**. If this means there is a change to the 365 Terms and Conditions, we will usually tell you at least 2 months in advance. If this means there is no change to the 365 Terms and Conditions (e.g. new functionality is added or we make changes to the look and feel of the **365 Services**), there will be no need to tell you about the change.
- 10.3 If you do not want to accept the change or addition, you may end your agreement with us for the provision of **365 Services** without charge, but first you must

settle any amounts that you owe to us in relation to the provision of **365 Services** or these 365 Terms and Conditions. In the absence of any notice to the contrary, we will treat your ongoing use of the **365 Services** as your acceptance of any changes to these 365 Terms and Conditions and/or the **365 Services** with effect from their notified effective date.

11.0 Our Responsibilities

- 11.1 If we make a mistake in carrying out an instruction in connection with the **365 Services**, we will correct it and, if necessary, we will pay money into your **Account** and correct our records. We will not, however, be liable to you under any circumstances for any loss or expense which we could not reasonably anticipate or foresee (including, but not limited to, loss of profit, loss of revenue, business interruption, anticipated savings, or damage to reputation or goodwill).
- 11.2 You accept that we are not be liable to you for any delays, interruptions, errors or failures in the provision of the **365 Services** that are not within our reasonable control, including **Force Majeure Events**. Additionally, we are not liable to you, under these 365 Terms and Conditions or otherwise, for any loss or damage that arises as a result of the non-availability, non-functioning or malfunctioning of the **365 Services** for reasons which are beyond our control. We do not guarantee that the software used in the provision of the **365 Services** is error free and, whilst we take reasonable steps to protect the security of the **365 Services**, you accept that they may be vulnerable to cyber-attack or disruption. You also accept that we will not be liable for any delay or refusal by us to process a payment instruction if we reasonably believe it is necessary to prevent crime or to comply with any applicable laws and regulations (e.g. sanctions).
- 11.3 We will not be liable to you in respect of any transaction which is carried out by us in accordance with an incorrect unique identifier (e.g. a sort code, account number, **IBAN** or **BIC**) supplied by you in connection with the **365 Services**. We will, however, make all reasonable efforts to recover the funds involved in any such transaction, but we may charge you in respect of any reasonable costs incurred by us in recovering the funds on your behalf.

12.0 Your Responsibilities

- 12.1 You must tell us without undue delay, and no later than 13 months after the transaction date, of any unauthorised transaction on your **Account**. To report an unauthorised transaction on your **Account**, you can contact us free of charge on the Freephone number on our **Website**.
- 12.2 In the event of an unauthorised transaction on your **Account**, we will, subject to the paragraphs below, refund the amount of such transaction and we will restore your **Account** to the state it would have been in had the transaction not occurred. If you are not a personal customer or a **Micro-enterprise**, it will be your responsibility to demonstrate to our satisfaction that any such transaction was actually unauthorised. If you are not a personal customer or a **Micro-enterprise**, you agree that regulation 77 of the Payment Services Regulations 2017 does not apply to your agreement with us for the provision of **365 Services**.

- 12.3 Where an unauthorised transaction arises as a result of: (i) you acting fraudulently; or (ii) you failing, with intent or with gross negligence, to keep the **Security Credentials** safe; or (iii) you failing to notify us of the loss, theft or misappropriation of any of the **Security Credentials** without undue delay, you will, in each case, be liable for the full amount of any such unauthorised transaction. For the avoidance of any doubt, we will not be liable in respect of any loss suffered by you as a result of: (i) you acting fraudulently; or (ii) you failing, with intent or with gross negligence, to keep the **Security Credentials** safe; or (iii) you failing to notify us of the loss, theft or misappropriation of any of the **Security Credentials** without undue delay.
- 12.4 If you are a personal customer or a **Micro-enterprise**, your liability will be limited to £35 for all losses which occur during the period of unauthorised use of the **Security Credentials**, which period starts when it is detectable by you that the **Security Credentials**, or any of them, have been lost, stolen or misappropriated and ends when you notify us. If you are a personal customer or **Micro-enterprise** and the loss, theft, or misuse of the **Security Credentials** was not detectable to you, or you were not aware of the loss, theft, or misuse of the **Security Credentials** (as the case may be), then you will have no liability to us. If you are not a personal customer or **Micro-enterprise**, your liability is unlimited.
- 12.5 We shall have no liability whatsoever in respect of any loss or damage suffered by any person as a result of your breach of these 365 Terms and Conditions.

13.0 Termination and Suspension

- 13.1 You may terminate this agreement (i.e. the agreement between us and you for the provision of **365 Services**) at any time on giving notice to us. If you terminate this agreement, you will no longer be able to use the **365 Services**.
- 13.2 We may terminate this agreement at any time on giving you no less than two months' notice. If we terminate this agreement, you will no longer be able to use the **365 Services**.
- 13.3 In addition to our right to terminate this agreement on notice (as above), we also reserve the right to immediately block or temporarily suspend your use of the **365 Services** (without liability to you) where:
- (a) we have reasonable grounds to suspect any unauthorised or fraudulent activity on your **Account**;
 - (b) you fail to provide the applicable **Security Credentials** when asked;
 - (c) there has been a breach of these 365 Terms and Conditions by you; or
 - (d) there has been a breach of the **Account Terms and Conditions** by you.
- 13.4 We may also terminate this agreement or block the use or operation of the **365 Services** immediately upon your death, bankruptcy or insolvency.
- 13.5 If you close your **Account**, you will no longer be able to use the **365 Services** for that **Account**. If you have any queries, please contact us on the number detailed on our **Website**.

14.0 Severance

- 14.1 If any the provision of these 365 Terms and Conditions is found to be unlawful or unenforceable, that provision will be severed from the remaining terms and conditions of these 365 Terms and Conditions which will continue in full force and effect.

15.0 Waiver

- 15.1 Any delay by us to enforce our rights or powers under these 365 Terms and Conditions against you shall not affect our rights and powers under these 365 Terms and Conditions. In addition, if we waive any of our rights under these 365 Terms and Conditions for any reason, it does not mean that we will waive those rights in the future.

16.0 Jurisdiction

- 16.1 Where your **Account** is held in Northern Ireland, these 365 Terms and Conditions shall be governed by the laws of Northern Ireland and the courts of Northern Ireland will have jurisdiction.
- 16.2 Where your **Account** is held in Scotland, these 365 Terms and Conditions shall be governed by Scottish law and the courts of Scotland will have jurisdiction.
- 16.3 If your **Account** is held elsewhere, these 365 Terms and Conditions shall be governed by the laws of England and Wales and the courts of England and Wales will have jurisdiction.
- 16.4 For our benefit, you submit to the jurisdiction of the relevant courts and agree that a judgement or ruling in any proceedings in connection with these 365 Terms and Conditions in those courts will be conclusive and binding on you, and may be enforced against you in the courts of any other jurisdiction in which you have assets.

365 phone & Digital banking Definitions

We use certain terms and phrases throughout these 365 Terms and Conditions which are highlighted in bold. We explain the meaning of these terms and phrases below.

When we say “you” or “your” in these 365 Terms and Conditions, we mean the **Account Holder**. If another person is authorised to act on your behalf in relation to your **Account** (e.g. someone acting under a valid power of attorney or a person appointed by the court under a protection order), the reference to “you” or “your” in these 365 Terms and Conditions shall include each such person. When we say “we”, “us” or “our” in these 365 Terms and Conditions, we’re talking about Bank of Ireland (UK) plc, trading as ‘Bank of Ireland UK’ and having our registered office at 45 Gresham Street, London, EC2V 7EH.

When we refer to a “person” in these 365 Terms and Conditions, we mean an individual, body corporate, partnership, association, governmental or local authority or agency or other entity or organisation (as the case may be).

When we say someone is “liable” in these 365 Terms and Conditions, we mean that person is legally responsible for something (e.g. for settling any amounts due on the **Account**), and the term “liability” shall be construed accordingly.

If there is anything in these 365 Terms and Conditions which you do not understand, please contact us on the applicable number on our **Website**. We’re here to help.

Definition	Meaning
365 mobile	is our mobile banking app that allows you to access some of our Digital banking services, approve payments and provide authentication using your Mobile Device . You can download this app from the relevant app store.
365 online	is our internet banking service that you can access using a web browser.
365 phone	is our telephone banking service.
365 PIN	is the Personal Identification Number you may use to access Digital banking , together with any other Security Credentials we may ask you for.
365 Services	is the full range of services that are available to you (now or in the future) through 365 phone and Digital banking .
Account	is any account held by us in your name in Northern Ireland or Great Britain and denominated in pounds sterling in respect of which we provide 365 Services .
Account Holder	is the person(s) in whose name(s) the Account is held.
Account Terms and Conditions	is the terms and conditions which apply to your Account . These can be found on our Website .
Activation Code	is a unique one-time activation code which we will give you and you will need for your Mobile Device to become a Registered Device .
AISP	is an Account Information Service Provider that is authorised by you to access information in relation to your Account .
Banking Day	is any day when we are open for business in Northern Ireland or Great Britain (as the case may be), and a “ non-Banking Day ” means any other day, such as weekends or local bank holidays.
BIC	is the Bank Identifier Code used to identify us (i.e. Bank of Ireland UK) internationally. It is also known as the SWIFT address.
Card Holder	is any person who holds a credit card or debit card at the request of the Account Holder(s) .
CBPII	is a Card Based Payment Instrument Issuer that is authorised by you to ask us to confirm if money is available in your Account to fund a payment by card.
Day of Access	is the day you or someone else on your behalf (such as a TPP) use the 365 Services .
Designated Account	is an account you designate for the purpose of receiving funds from your Account . The Designated Account can be in your name or the name of another person.
Digital banking	means our online banking services which can be accessed through 365 online , 365 mobile , the Website , or any other digital banking services we may introduce in the future.
Digital Security Key	is when your Mobile Device becomes a Registered Device by following the instructions we give you.
eStatement	is a statement provided or made available to you in electronic form.

Definition	Meaning
Force Majeure Event	is any event or set of circumstances which is outside our reasonable control, such as a failure or fluctuation of electrical power, industrial action or disputes, malfunctions of your communication devices or other technical equipment (including software), interruptions of service by your internet service provider, floods, fires, or other natural disasters.
Future Dated Payment	is a payment scheduled to be made on a date in the future.
IBAN	is the International Bank Account Number that identifies the country, branch, and account number of your Account .
Joint Account	is an Account held in the name of two or more persons.
Micro-enterprise	is the term we use to describe a business which, at the time the Account is opened, employs fewer than 10 people and whose annual turnover and/or annual balance sheet total does not exceed the sterling equivalent of 2 million euro.
Mobile Device	is a communications device capable of accessing Digital banking using 365 mobile , such as a mobile phone or tablet.
Passcode	is a unique code you may set on your Registered Device , which we will ask you for to access Digital banking .
Physical Security Key	is a physical hand-held device that can generate security codes that allow you to access some of our Digital banking services and approve payments. This can be used by you as a type of Security Credential .
Push Notification	is a message we send to your Registered Device using 365 mobile . For example, we will use Push Notifications to ask you to approve or consent to certain instructions or to notify you about important information for your Account .
PISP	is a Payment Initiation Service Provider that is authorised by you to carry out a payment instruction on your behalf on your Account .
Registered Device	is your Mobile Device on which you have installed and registered 365 mobile by following the instructions we give you.
Security Credentials	are the personalised security features and devices you must use now or in future to access and transact on your Account through 365 phone or Digital banking . Sometimes we will give you the Security Credentials and, in other cases, we will ask you to choose them.
TPP	is a Third Party Provider which has appropriate authorisation from you to provide payment and other services relating to your Account , such as an AISP , PISP , or a CBPII (or any combination of these).
User ID	is a unique user identification code for use in connection with Digital banking .
Website	is our website located at bankofirelanduk.com (or such other URL as designated by us from time to time).

We can provide this document in Braille, in large print and on audio tape or CD.

Please ask any member of staff for details.

www.365online.com

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc.
Registered in England & Wales (No. 7022885),
45 Gresham Street, London, EC2V 7EH.

