



# Bank of Ireland

## Digital Wallet Terms and Conditions

February 2024

These terms and conditions will apply to you when you add your Bank of Ireland credit or debit card (your Card) to a Digital Wallet to create a Digital Card.

A Digital Wallet is an electronic payment service that allows you to store a digital version of your Card on a device and make payments using that Digital Card. Digital Wallets are operated by Digital Wallet Providers and are available on supported devices.

When we say “we” or “us” we mean The Governor and Company of the Bank of Ireland (“Bank of Ireland”) with registration number C1 and with a registered address at 2 College Green, Dublin, D02 VR66.

When we say “you” we mean you as a Bank of Ireland cardholder.

### **Do any other terms and conditions apply when I use a Digital Card?**

The terms and conditions that apply to your Card (including any Schedule of fees and charges) continue to apply when you use a Digital Card. Anytime we refer to a Card in those terms and conditions, that term includes a Digital Card. Our data privacy policy and cookies policy also apply and they can be found at [bankofireland.com/privacy](https://bankofireland.com/privacy)

Your Digital Wallet Provider (and other third parties such as mobile network providers or device operating systems) may have separate terms and conditions and privacy policies that they will let you know about when you register for their Digital Wallet or use a Digital Card. You should ensure that you are happy with all these terms that apply to your use of a Digital Card in a Digital Wallet.

### **Who is responsible for the Digital Wallet?**

The Digital Wallet Provider is responsible for the operation of the Digital Wallet and we have no control over its operation. We are therefore not responsible for updates, unavailability or performance of a Digital Wallet or a refusal by a merchant to accept a Digital Card. If you have questions relating to the Digital Wallet you should ask your Digital Wallet Provider.

### **How do I add my Card to a Digital Wallet?**

Where your Card is eligible, you can add your Card to a Digital Wallet by following the instructions we and the Digital Wallet Provider give you. If we issue you a replacement Card for a Card which was added to a Digital Wallet, you may need to add that replacement Card to the Digital Wallet. You can add your Card to a Digital Wallet on more than one device.

### **Can all Cards be added to a Digital Wallet?**

If you have an eligible Card you will be able to add that Card to a Digital Wallet with Digital Wallet Providers we have partnered with. You can find details on what Cards are eligible and those Digital Wallet Providers we partner with on [boi.com](https://boi.com)

Digital Wallet Providers may have additional limitations or restrictions on who can use a Digital Wallet (for example some Digital Wallet Providers require you to be 16 years of age or older to use their Digital Wallet) and may have limits on the number of your Cards that you can add. You should ensure that you can meet any such requirements before adding your Digital Card to a Digital Wallet.

Where a business customer of ours has asked us to provide you with a business debit Card, you can add that Card to a Digital Wallet. However that Digital Card may only be used for authorised business use and the business who asked us to provide you with a business debit Card will be responsible for all transactions you authorise using a Digital Card.

We may refuse to allow you to add a Card to a Digital Wallet for a number of reasons, for example if you have breached the terms and conditions that apply to your Card. You can't add a Card that is cancelled, suspended, blocked or expired. The Digital Wallet Provider may also decline to allow your Card be added to the Digital Wallet and we are not responsible for this.

### **Where can I use my Digital Card?**

You can use your Digital Card at retailers and merchants that allow you to make payments using your Digital Card.

## Will I always be able to use a Digital Card?

There may be times when we will not allow you to use your Digital Card, for example if your Card is suspended or blocked or we have a suspicion of fraud. You will not be able to use your Digital Card if you fail to correctly authenticate yourself. The Digital Wallet Provider may also restrict your use of the Digital Card for example if you don't keep to their terms and conditions. Nothing in these terms and conditions takes away from legal duties we owe you under Part 4 of the Consumer Rights Act 2022 or excludes or restricts any rights granted to you under that legislation.

## Are there fees for using a Digital Card?

Where we charge fees that apply to the use of a Card, those fees that apply to your use of a Card also apply when you use your Digital Card. We currently do not charge an additional fee where you use a Digital Wallet to make payments using your Digital Card. Digital Wallet Providers may charge you separate fees for their services.

## What do I need to do to protect the security of my Digital Card?

You must keep your security credentials (for example user IDs, passcodes or account passwords) for your device and Digital Card secret and not share them with anyone. In particular you should take the following steps at a minimum to keep your Digital Card safe:

- ▶ You should not leave the device you use to access a Digital Wallet unlocked and unattended;
- ▶ You should use appropriate security on your devices, such as passcodes, passwords, fingerprint or facial recognition and other device security methods;
- ▶ You should only register your own fingerprint, facial details (or other biometric security credentials) on your device. You must not allow another party use their details (including their fingerprints, facial details or other biometric information), as they may be able to use your Digital Card to make payments, for which you may be responsible. If the fingerprint of another person is used to unlock or make transactions using your Digital Card, these will be treated as authorised by you;
- ▶ You should not disable any security features on your device;
- ▶ If you are disposing of a device that stores a Digital Card, you must first delete all Digital Card information from the device;
- ▶ You must let us know immediately if a device that stores your Digital Card is lost or stolen or if you suspect your Digital Card is being used fraudulently by calling us on [1800 946 764](tel:1800946764).

## How is my information used?

When adding your Card to a Digital Wallet, we collect certain information from your Digital Wallet Provider to verify your identity, for fraud prevention and to manage and service your Card. When you add your Card to a Digital Wallet or use your Digital Card, your personal information will be managed by us in accordance with our Data Privacy Notice which can be found at [bankofireland.com/privacy](https://bankofireland.com/privacy)

We may also share information about your Digital Card transactions with a Digital Wallet Provider or card scheme (e.g. Mastercard or Visa) for the reasons set out in their privacy policy and agreements with you. You should read those documents to understand how your Digital Wallet Provider or card scheme collects and uses your personal information.

## How can I remove my Digital Card from a Digital Wallet?

You will need to follow the instructions of the Digital Wallet Provider to remove your Digital Card from a Digital Wallet. We may process any payments you made with your Digital Card where those payments were approved before your Digital Card was removed from a Digital Wallet.

## Will these terms and conditions change?

We can introduce new terms and conditions or change these terms and conditions at any time. If we do this we will inform you of the changes in a way we think is appropriate in accordance with legal and regulatory requirements at the time.

## What law applies to these terms and conditions?

These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.