AIB Business Fixed Term Deposit Account

Terms and Conditions

Effective date 12th September 2026

1. Your Agreement

In this document when we use words that start with a capital letter that means the word has been defined below in this 'Your Agreement' section.

1.1 These terms and conditions form part of your Agreement with us and set out what you can expect when you open an Account with us, what we ask from you to help us manage your Account, and our and your responsibilities.

1.2 When we say Agreement, we mean all of the following:

a) this document, which contains the main terms for your Account;

b) your completed application, your Account mandates and the signing instructions regarding your Account;

c) the Fees and Charges Booklets;

d) any additional terms and conditions for your Account; and

e) the terms and conditions for any other services we provide that you may use for your Account (for example, our online banking services).

Important: Some of the documents listed above may be changed from time to time. The updated documents will still form part of your Agreement and we'll let you know about changes if we're required to do so.

1.3 You can get copies of our terms and conditions and our Fees and Charges Booklets from our branches or on our website www.aib.ie.

1.4 We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. If you apply for your Account through our online banking services, electronic signatures may be used by us and you to confirm acceptance of this Agreement.

1.5 You must be 18 or older to open an Account.

1.6 In this Agreement:

'Account' means the AIB Business Fixed Term Deposit Account opened by you with us;

'Account holder' means the person or entity whose name the Account is in;

'Business Day' means a day (other than Saturday, Sunday or a public holiday) on which we are generally open for business in Ireland;

'Consumer' means any individual who has an Account for personal use, not connected with their trade, profession or business;

'Fees and Charges Booklets' means the current editions of our schedules and/or fees and charges booklets for business accounts as may be updated from time to time, they're available in our branches or on www.aib.ie.

These booklets and/or schedules set out the fees and charges that apply to the Account, including any international charges;

'Investment Date' means the day on which an Investment Period begins. The first Investment Date will be the day your Account is opened. Any subsequent Investment Date will be the day of Maturity for the previous Investment Period.

'Investment Period' means a period of time for which you invest or reinvest money in the Account.

'Maturity' means the date when the Investment Period ends.

'Microenterprise' means any enterprise that employs less than 10 people and whose annual turnover and/or annual balance sheet does not exceed €2 million subject to certain provisions set down by law;

when we say **"you"** and **"your"** we mean the Account holder and/or any third party authorised to act on your behalf, to include your successors and/or personal representatives;

when we say **"we", "us"** and **"our"** or **"Bank"** we mean Allied Irish Banks, p.l.c. and this includes our successors and assigns;

when we use a word in the singular this includes the plural if the context allows it and vice versa (for example, **"person"** can mean **"persons"** and vice versa);

we sometimes give an example of something covered by a condition or definition to help you understand what we're referring to in context. The meaning and scope is never limited to these examples; and

headings are used to help you to read this Agreement, but shouldn't be taken into account in interpreting the meaning of conditions.

2. About Your Account

2.1 The Account is available to business customers only.

2.2 The Account is only available as a euro account.

2.3 To operate the Account, you must also hold a separate payment or other suitable account with us to move money into and out of the Account (please see the 'Lodgements' and 'Withdrawals' sections for more information).

2.4 You can't give ownership of your Account to anyone else and you can't use your Account as security for any borrowings or other liability unless we allow you to do so.

2.5 At all times, you will need to be mindful of any minimum and/or maximum amount that may be lodged to your Account and/or any minimum and/or maximum balance required to invest for an Investment Period. For more information on this, please visit www.aib.ie or visit a branch.

2.6 If an incorrect amount is debited/credited to your Account, we may make the necessary correcting entry to your Account without letting you know beforehand.

2.7 You must tell us immediately if you think an unauthorised person can access, or has accessed your Account or if you have lost any item that you use to access your Account or where you suspect such item has been compromised.

2.8 When authorising a lodgement/withdrawal, you may be asked to provide identification details.

3. Opening Your Account

3.1 We have duties under laws concerning money laundering, financing of terrorism and taxation to ask you, or someone opening an Account on your behalf (legal representative), for certain information about you and/or the person opening the Account for you. Unless we already have it, you and/or the person opening the Account for you will need to provide us with information to identify each or any of you and proof of your permanent address. We may also need documentation to prove your relationship with the person opening the Account on your behalf. Your Account may not become active until we have received and approved these documents. Before your Account becomes operational, you may not be able to make any payments to or from your Account and credit interest will not be accrued or credited to your Account.

3.2 Before you can open an Account, we need you to provide certain information to enable us to comply with our tax reporting obligations including your tax residence details, and may need you to provide additional information and/or documentation.

Important: From time to time, we may need you to provide and update information about you and documents we hold to identify you or the person who opened your Account on your behalf or to enable us to comply with our tax reporting, anti-money laundering or sanctions obligations. If you don't provide us with the updated information this could lead to us not carrying out a transaction on your Account or having to suspend/close your Account. You must let us know of any change to relevant details as soon as possible, including any tax residency changes.

3.3 We reserve the right to not open an account.

4. Investment Period of Your Account

4.1 When you open the Account or if you wish to reinvest your money at Maturity you can choose the Investment Period from the options we make available to you. For more information on the options available, please go to www.aib.ie or visit a branch.

4.2 You can give us instructions about how to treat your money at Maturity any time from the Investment Date up to close of business on the Business Day before Maturity. You cannot give us Maturity instructions on the day of Maturity.

4.3 Once you keep any required minimum balance in your Account, your options for Maturity instructions are as follows:

a) reinvest all the money in your Account for another Investment Period; or

b) withdraw some of the money in your Account and reinvest the remaining money for another Investment Period; or

c) withdraw all of your money and close your Account.

4.4 If you don't provide us with instructions on how to treat your money on Maturity, the money will be automatically reinvested for a similar Investment Period or, if we decide otherwise, a shorter Investment Period, at the prevailing rate.

5. Maturity

5.1 You're responsible for ensuring the accuracy and completeness of each Maturity instruction you give us. We're not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken Maturity instructions and we may refuse to execute such Maturity instructions.

5.2 You can change Maturity instructions at any time during the Investment Period, before branch close of business on the Business Day before Maturity. You can do this by completing the relevant Maturity instruction amendment form, available in our branches or on www.aib.ie and returning it to a branch. You can also do this by using our online banking services, where available.

5.3 If you withdraw all of the money in your Account at Maturity, we'll automatically close your Account.

5.4 At Maturity, we can close your Account and transfer all of your money to a suitable demand deposit account with us if:

a) your Account balance is below the required minimum balance;

b) your Maturity instructions are incomplete, unclear, inconsistent or mistaken;

c) we cannot accurately execute your Maturity instructions. If this happens we'll try our best to execute your instructions to reinvest and transfer any remaining money to a suitable demand deposit account; or

d) you decide to withdraw money at Maturity and the money cannot be credited to your chosen account (for example, that account is closed or the details are incorrect). If this happens, we'll try and let you know and to reconfirm your instructions, but if we can't reach you we'll open a suitable demand deposit account for you.

5.5 If we open a suitable demand deposit account for you as outlined in this 'Maturity' section, we'll send you the relevant terms and conditions of the account along with an opening statement, setting out your new account number and balance.

6. Lodgements

How and when can you lodge money to the Account?

6.1 You cannot make any lodgements to your Account except as set out in this 'Lodgements' section.

6.2 If the Investment Period of your Account is greater than 1 week, you have seven calendar days from the date you open the Account to make a single lodgement to your Account. If the Investment Period is 1 week or less, you must make a single lodgement to your Account on the day it is opened. This must match the amount you advised us at Account opening. If you don't make a lodgement to your Account within the time periods we've set out, we'll automatically close your Account.

6.3 If you wish to reinvest your money at Maturity for a further Investment Period, we may allow you to make a single lodgement to your Account in the five Business Days before Maturity by close of business on the Business Day before Maturity.

6.4 If you make an additional lodgement during the five Business Days before Maturity, interest will accrue at the rate applicable to that Investment Period until Maturity, and will then accrue at the rate applicable at time of the new Investment Period until Maturity.

6.5 Once our procedures are followed, a lodgement can be made to your Account in cash and/or by electronic payment (for example, a credit transfer to your Account). We may in the future accept a lodgement to your Account by alternative methods we make available.

6.6 Cash lodgements can normally be made over the counter in one of our branches or by using any of the self-service machines that accept the type of lodgement being made.

6.7 If you want fund your Account using cheques, drafts or other paper based payments, you must lodge them to your payment account or another suitable account and allow sufficient time for the money to clear in advance of the Investment Date. You can then transfer this money to your Account.

Are there circumstances where we'll refuse to accept a lodgement to your Account?

6.8 We'll follow instructions to make lodgements to your Account whenever we can. However, we can delay or refuse to accept any lodgement to your Account for any valid reason (for example, if we believe the lodgement may be fraudulent/unlawful or if we believe your Account is no longer in operation).

6.9 We may refuse to accept a lodgement to your Account if the amount is incorrect, recalled by the financial services provider or is returned by us because of a mistake, fraud or any rules around how the lodgement is made. If this happens, we may make any adjustment necessary on your Account without letting you know about it beforehand. We may also apply any relevant charges we incur for dealing with incorrect, incomplete or other lodgement instructions of this type to your Account. Please see our Fees and Charges Booklets for more information on applicable charges.

6.10 If we refuse to accept a lodgement to your Account, you can ask us for information about this. Our contact details are set out in the 'Contacting each other' section. If possible, we'll let you know our reasons for doing so.

When will we start to calculate interest on the money in your Account?

6.11 We'll start calculating interest on the day money is lodged to your Account, providing we receive the lodgement before the cut-off time. If we receive the lodgement after the cut-off time on a Business Day, the lodgement will be deemed to have been received the following Business Day.

7. Withdrawals

7.1 During the Investment Period, you may make a withdrawal in accordance with the Percentage Access withdrawal section below. The only other type of withdrawal permitted is at Maturity.

7.2 The only way to withdraw money from your Account is to transfer the money to a separate payment or other suitable account held with us as outlined in the 'About your Account' section.

7.3 We may delay or refuse to make a withdrawal from your Account for any valid reason (for example, where the information we have been supplied with is incorrect or for security reasons). If possible, we'll let you know our reason for doing so and what we need from you to make the withdrawal.

7.4 As long as our procedures are complied with and security requirements are followed, we'll assume that you authorised the withdrawal from the Account.

7.5 We don't provide a cheque book or debit card for use with the Account.

7.6 We don't allow direct debits or standing orders to be set up on the Account or bill payments to be made to third parties from the Account; there may be further restrictions on the ways you can make a withdrawal from the Account when using our online banking services.

7.7. **Percentage Access**

During the Investment Period, we may allow you to withdraw a certain percentage of your money. This type of withdrawal would be subject to the following conditions:

a) Timing

You may request a withdrawal from 14 days after the Investment Date.

b) Amount

The amount you can withdraw will be limited to a percentage of your Account balance. We'll use your Account balance:

(i) at Account opening, if you request a withdrawal during the first Investment Period; or

(ii) at the Investment Date, if you request a withdrawal during a subsequent Investment Period; or

(iii) at another time in your Investment Period, if we allow this.

For example, if we allow a withdrawal limit of 10%, and your Account balance (calculated at the relevant time set out at i-iii above) is €10,000, you can withdraw €1,000.

c) How to make a withdrawal

You can request a withdrawal at any of our branches or through any other AIB approved method.

If you make a withdrawal during the Investment Period, you'll have to update your Maturity instructions at the time of the withdrawal.

For more information on the Percentage Access withdrawal please go to our website www.aib.ie or visit a branch.

8. Interest

Credit Interest

8.1 The credit interest rate will be fixed for each Investment Period and will be the rate applicable at the time your Account is opened or at the time you reinvest your money. If you choose to reinvest your money, the day of Maturity will also be the first day of the new Investment Period. The rate is set out on your Account statement issued at Account opening, reinvestment and annually. Details of applicable credit interest rates are available from our branches or on www.aib.ie and are only provided as guidance.

8.2 We calculate and accrue credit interest based on the balance of your Account at the end of each day. We will pay any credit interest accrued to your Account at Maturity. If the Investment Period is greater than one year, we will pay any credit interest accrued to your Account annually, and at Maturity.

8.3 If a lodgement isn't made at the start of the Investment Period, or if you make a withdrawal from the Account during the Investment Period, the amount of credit interest you earn will be less than you anticipated or the amount advertised.

8.4 Subject to certain exemptions, we must deduct Deposit Interest Retention Tax (DIRT) from any credit interest you earn on your Account at the prevailing rate on the day the credit interest is paid.

8.5 One such exemption is that we won't deduct DIRT from any credit interest you earn on all of your accounts if you're not resident in Ireland and the following requirements are met:

a) we hold a non-resident declaration form fully completed by you; and

b) the minimum balance in each of your accounts with us is at all times €12,500 (you're not allowed to aggregate the balances in your accounts).

8.6 Even if you're not resident in Ireland, if either of the above requirements aren't met, we will deduct DIRT at the prevailing rate.

8.7 If either of the above requirements cease to be met and are later satisfied again you'll have to re-apply for the exemption and provide us with fresh confirmation of your residential status. If you'd like any further information on DIRT including what other exemptions apply please see www.revenue.ie.

Negative Interest

8.8 The interest rate on your Account can be greater than 0% per annum, less than 0% per annum or 0% per annum. Where the interest rate applied to your Account is less than 0% per annum this is called negative interest and means that you must pay us any negative interest amount that we calculate is due to us on your Account.

8.9 We'll let you know in advance if negative interest will be applied to your Account.

8.10 We only apply negative interest to a credit balance on your Account and/or the combined credit balances of any of your accounts held with us.

8.11 We calculate negative interest in the same way as we calculate credit interest (as outlined above under the 'Credit Interest' heading).

8.12 We'll debit any negative interest you have to pay us directly from your Account at Maturity, or annually where the Investment Period is greater than one year, or at any other agreed time.

8.13 You must keep sufficient money in your Account to pay us any negative interest amount that we calculate is due to us. We may apply a minimum and/or a maximum balance limit on your Account and/or the combined balance of any of your accounts. When we let you know of a balance limit on your Account, you must operate your Account in line with this balance limit and you may need to lodge or withdraw money to or from your Account to match the balance limit we have set.

8.14 If you withdraw money from the Account and this withdrawal means you won't have sufficient money to pay us accrued negative interest, we'll deduct this negative interest from the withdrawal amount.

8.15 We may change the negative interest rate that applies to your Account from time to time and if we do this we'll let you know about this change in the ways described in the 'Changes to your Agreement' section.

9. Statements

We'll issue you a statement when you first lodge money to your Account, when you reinvest your money and at least once a year after that. This statement may be a paper and/or electronic statement depending on how you use your Account (for example, if you use our online banking services to operate your Account). If the Investment Period of your Account is less than 1 month, we'll issue you a statement when you first lodge money to the Account, quarterly and each time your Investment Period changes.

10. Joint Accounts

10.1 This Agreement applies to all the joint Account holders collectively.

10.2 Joint Account holders will be jointly and severally liable for any amount owing on the Account. This means that any one, some, or all, of the joint Account holders can be held accountable to pay us any amount owed, separately and/or together.

10.3 Joint Account holders can make withdrawals and give Maturity instructions in accordance with the latest signing instructions given for the Account. These are provided in your Account mandate.

Warning: If your signing instructions state that any one joint Account holder can sign then one joint Account holder can make withdrawals and give Maturity instructions for a further term without the other's knowledge.

10.4 Any joint Account holder may choose to disclose information about the Account to third parties (for example, their accountant or financial advisor or account aggregation service providers which allow you to view accounts with different providers in one place). This may result in the personal data relating to all joint Account holders being disclosed to a third party. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.

10.5 If you choose to disclose information in relation to the Account to a third party, it may result in the personal data relating to all joint Account holders being disclosed to that third party. Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way.

10.6 We will communicate with joint Account holders at the contact details of the first named joint Account holder unless all of the joint Account holders direct us otherwise in writing. We'll assume that these communications have been received by, or served on, all of the joint Account holders.

10.7 Instructions to change the address at which to receive correspondence will be made in accordance with the signing instructions for the Account.

10.8 If we become aware of a dispute between the Account holders we may stop accepting instructions in relation to the Account unless they are given by all Account holders or the dispute has ended. However, we don't have to do this and we can still follow the instructions given by the relevant parties acting in accordance with this Agreement.

10.9 When your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders, depending on the Account signing instructions.

10.10 We can close the Account if requested to do so by the relevant parties acting in accordance with our procedures.

What if your joint account is held by a partnership?

10.11 If there is any change to the name or make up of a partnership which has a joint Account, we must be notified in writing by all of the partners listed on the most recent records you provided to us (or their executor, personal representative or trustee, as applicable). If we are not contacted, then we may treat those partners as having full power to carry on the business of the partnership and to deal with its assets as freely as if there had been no change. Likewise, we will continue to operate the Account and exercise any right of set-off we might have in connection with it as if there had been no change.

11. Death, incapacity, bankruptcy or event of insolvency

11.1 Any payment made by us to or from your Account after your death, incapacity, bankruptcy or an event of insolvency but before we've received written notice of this, will be valid and binding on your successors and estate.

11.2 We may continue to accept lodgements to your Account after an event of insolvency (for example, in the case of a company Account holder, where a meeting is convened to consider a resolution to wind up that company) but before a liquidator is appointed.

11.3 If you die and the Account is in your sole name, we'll close your Account and pay any balance outstanding and any interest that has accrued to your personal representative. We'll do this when we receive the necessary legal documents to confirm your death and to confirm the authority of your personal representative.

11.4 If you have a joint Account and one of the joint Account holders dies, any money left in the Account and any interest that has accrued, will be paid to the surviving or the sole surviving joint Account holder, subject to our right of set-off, compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, if applicable, unless you've stated otherwise on your application form, or later in writing to us signed by all joint Account holders.

11.5 Despite the provisions of the rest of this 'Death, incapacity, bankruptcy or event of insolvency' section, if we're given notice that there's a dispute between the surviving joint Account holder and your estate regarding ownership of any amount standing to the credit of your Account, we may stop accepting instructions in relation to your Account unless we receive written confirmation from all parties that the dispute is resolved. However, we're not obliged to do this and we may, despite any dispute, continue for as long as we think fit to rely on the existing signing instructions.

11.6 If you become bankrupt or an event of insolvency occurs and your Account is in your sole name we may close your Account and pay the outstanding balance (but not any interest that has accrued) to the person administering your bankruptcy or event of insolvency. We'll do this when we receive the necessary legal documents to confirm the bankruptcy or event of insolvency and to confirm the identity of the person administering your bankruptcy or event of insolvency.

11.7 If your Account is a joint Account and any of you become bankrupt, we'll need the instructions of the other joint Account holders as well as the person administering your bankruptcy before we pay any outstanding balance to any other account.

11.8 Before making any payment in accordance with the above we may exercise our right of set-off under the 'Set-off' section below.

12. Fees and Charges

12.1 Fees and charges applicable to your Account are contained in the Fees and Charges Booklets.

12.2 Subject to notifying the relevant authority, we may from time to time change these fees and charges and/or introduce new fees and charges. We'll let you know about any changes to fees and charges in accordance with the 'Changes to your Agreement' section.

12.3 We may take any fees and charges that you owe us directly from your Account.

13. Closing or suspending your Account

13.1 You may not close your Account before Maturity.

13.2 We will close your Account automatically if you withdraw all of your money at Maturity.

13.3 We may close your Account at any time if your Account balance falls below the required minimum balance and/or there is a conflict in your Maturity instructions. If we decide to do this, we'll contact you in advance.

13.4 We may suspend or close your Account immediately at any time during its term if we reasonably believe that by continuing to make it available:

a) we might be breaching a law, regulation, code or other duty which applies to us; or

b) we may expose ourselves to action or censure from any government, regulator or law enforcement agency.

13.5 If we close your Account in accordance with this 'Closing or suspending your Account' section we'll pay to you all amounts standing to the credit of your Account together with accrued interest to the date of closure. If applicable, any negative interest due to us will be deducted as set out in the 'Negative Interest' section.

13.6 As part of the Account closing process, you must repay any amounts you owe us (including for example, fees and charges owed up to the day the Account is closed). You remain responsible for any amount you owe us, even when your Account has been closed.

13.7 If we decide to withdraw this Account we will notify you at least one month in advance of Maturity. If this product is no longer available, we will reinvest your money in another similar product, for the nearest possible Investment Period, unless you ask us to close your Account.

14. Changes to your Agreement

14.1 We will usually tell you about a change to this Agreement at least one month in advance of the change.

14.2 Unless we are required by law or regulation to let you know about any change to this Agreement in a particular way, we'll notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our branches).

14.3 There are certain circumstances where we may give you shorter notice than outlined above, or where we won't tell you about changes or tell you about changes after we make them. This may happen where:

a) the change is in your favour (for example, we reduce fees and charges on your Account);

b) the change is required under law or regulation by a particular date, and there isn't time to give you notice;

c) the change is to introduce a new product or service that you can use in relation to your Account; and

d) the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement).

14.4 For the avoidance of doubt, we won't change the rate of interest applicable during any Investment Period of your Account or, except where we are permitted by these terms and conditions to close your Account, the length of any Investment Period during its existence.

15. Contacting each other

About us

15.1 Our head office is at 10 Molesworth Street, Dublin 2. Our website is www.aib.ie.

15.2 We're a public limited company registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

15.3 We're regulated as a credit institution by the Central Bank of Ireland under reference number C21174. The Central Bank of Ireland's address is PO Box No. 559, Dublin 1.

Communicating with us

15.4 If you want to contact us about your Account, you can visit a branch or contact us in any other way we make available to you. Contact details for branches are available on www.aib.ie. Or you can call 0818 724 724 or, if you're outside Ireland, on +353 (0) 818 724 724 or +353 (0) 1 771 24 24.

About you

15.5 You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you don't tell us about a change in your details, you may not receive information that could be important or it may be accessed by someone else.

15.6 When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures.

15.7 If you don't keep us informed of these changes, your eligibility for your Account, the services we can offer you or how they work might be affected.

Communicating with you

15.8 Where we're allowed by law, we may contact you in a variety of ways, such as in person, using our online banking services, by post, electronic or telecommunication means or any other way available to us.

15.9 Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if mis-delivered or returned undelivered).

15.10 Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, through any message facility available through our online banking services) is considered to have been received by you at the time it is sent.

15.11 We may monitor or record any communications between you and us, including telephone calls. We can use these recordings for a variety of reasons (for example, to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).

15.12 This Agreement is in English and we'll only write and communicate with you in English.

16. Complaints

16.1 If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.

16.2 If you want to make a complaint, you can visit www.aib.ie or write to your branch and we'll look into it. If you're not happy with the conclusion that we come to, you can take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. The Ombudsman's office is independent and it looks into, and makes a decision on the complaints of personal and some small business customers.

16.3 If you're a business with an annual turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box No. 559, Dublin 1. You'll find more about the steps we take to try to resolve your complaint in our complaint's brochure, which is available in any of our branches or on our website www.aib.ie.

16.4 You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at https://ec.europa.eu/consumers/odr/) if you are not happy with how we've handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

17. Your Information

For information about how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online. It may change from time to time.

18. Our and your responsibilities

18.1 You'll have no claim against us and we'll have no liability to you:

a) for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;

b) if you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;

c) where your loss relates to any payment from or to your Account, or arises in connection with any payment or intended payment from or to your Account, where we could not have reasonably predicted your loss when you gave us the instruction (for example, where it relates to items or services paid for using your Account or is due to the inability to use your Account for a transaction or related service);

d) where your loss is due to where we or any third party refuse to accept, or delay the acceptance of, an instruction for payment to or from your Account or any security process you follow or use to make an instruction relating to your Account or confirm your identity (for example, a passcode, password or fingerprint), including any loss due to the way such refusal or delay is communicated to you;

e) where your loss is due to our decision not to offer or to withdraw any service or feature associated with your Account or where we close or suspend your Account for any of the reasons set out in the 'Closing or suspending your Account' section;

f) where you have acted fraudulently or with gross negligence;

g) if any of the details you gave us were wrong or insufficient;

h) where your loss is due to circumstances outside our control, which meant we couldn't follow this Agreement despite our best effort to do so (for example, a major problem with a payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).

We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

We may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying lodgements to and withdrawals from your Account for any valid reason (for example, where we suspect fraud, money laundering, terrorism, where sanctions have been imposed against a particular person, group of persons or country, we believe we have been provided with incorrect information or we have concerns about the security of your Account). This may result in a delay or failure to execute instructions received from you. Where we do so, we may contact you or your authorised representative to reconfirm the instructions. We are not responsible for any loss or damage that might be caused as a result.

18.2 Nothing in this 'Our and your responsibilities' section will stop us being responsible for your loss if:

a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or

b) law or regulation doesn't allow us to exclude or limit liability.

18.3 As you are not a Consumer, the only liability we will have to you will be as a direct result of our gross negligence or wilful misconduct and in that case we still exclude liability for the types of losses we have described above in this 'Our and your responsibilities' section.

Your responsibility to us

18.4 It's important that you're aware that you also have responsibilities. By using your Account, you agree that:

a) you will comply with your obligations under this Agreement;

b) you, as the Account holder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this Agreement or your Account is closed or suspended (for more information see the 'Closing or suspending your Account' section).

18.5 If you don't comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account (for more information see the 'Closing or suspending your Account' section).

19. Set-off

We can set off your accounts. This means that we may, at any time and without notice to you, use the money in your Account (whether or not your Account has reached Maturity) or in any of your other accounts with us to pay off some or all of any amount you owe us (in all instances, this includes accounts not covered by this Agreement).

20. Enforcing this Agreement

If we don't enforce the rights we have under this Agreement or in law or delay in enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.

21. Severance

If any part of this Agreement or its application to any person or entity or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction the rest of this Agreement and its application to any person or entity or circumstances will not be impacted or effected.

22. Our right to settle a claim

We may decide, at any time and without contacting you, to settle and pay any claim by a third party arising from lodgements and withdrawals to or from your Account. Any amount paid by us may be debited from any account in your name (including, where necessary, the opening of a new account for that purpose).

23. Evidence

Any documents or records in any format that we have (including any electronic records of the use made of your Account even if such electronic records were originally held by us in paper form) may be retained, produced and relied on by us as evidence of facts or events relating to dealings on the Account.

24. Copy Agreement

We can provide you with a copy of this Agreement in electronic or paper form or a copy in a larger print if you contact us to request it. If we ask you to do so, you agree to print or download any documents we provide to you in electronic form.

25. Governing Law and Jurisdiction

Subject to the rest of this 'Governing Law and Jurisdiction' section, this Agreement, and any obligations arising out of or in connection with it, are governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.