

**Business
On Line**
Conditions
of use

September 2015

Bank of Ireland  **UK**

For small steps, for big steps, for life

Business On Line

Conditions of Use

These Conditions of Use are in addition to, and should be read in conjunction with any Resolution, the Application, the Account Form and the Customer Handbook (each as defined below), which together form the Agreement regulating the provision of the Services (as defined below).

The Conditions of Use and Customer Handbook appearing on the Website (as defined below) are the definitive versions of these Conditions of Use and Customer Handbook. The Bank shall not accept any amendments, alterations or modifications to these Conditions of Use and/or Customer Handbook unless the Bank notifies the Customer of acceptance of any proposed amendments, alterations or modifications. The Customer shall be entitled to print copies of the Conditions of Use and/or Customer Handbook for personal use only. The Customer shall not be entitled to copy, amend, alter, modify, transmit or reproduce in any form these Conditions of Use and/or Customer Handbook in any way whatsoever.

1. Definitions and Interpretation

1.1 The following words and phrases shall have the following meanings:

“Account Form” means the form containing the Originating Account details completed by the Customer as part of the application for the Services.

“Administrator” means each person appointed by the Customer as an administrator (as described by Condition 6) in respect of the Customer, and pursuant to the terms of Condition 9.

“Agreement” means: (a) these Conditions of Use; (b) the Customer Handbook; (c) any Resolution; (d) the Application and Indemnity; and (e) the Account Form, which together form the agreement between the Bank and the Customer regulating the provision of the Services.

“Application” Each and any Application executed by a Customer in relation to the use of the Services and any reference to “Application” shall incorporate a reference to any amendment, variation, replacement or substitution thereof from time to time.

“Authorised User” means each person appointed by the Customer as an Authorised User (as described by Condition 8) as the same may be substituted pursuant to the terms of these Conditions of Use.

“Banking Day” means the periods of time in any day during which, (1) where the Customer account is domiciled in Great Britain, the Bank is generally open for business in Great Britain, and (2) where the Customer account is domiciled in Northern Ireland, the Bank is generally open for business in Northern Ireland and “non-Banking Day” shall be construed accordingly.

“BUSINESS ON LINE” The business name adopted for the provision of the Services by the Bank (which name may be changed by the Bank from time to time).

“Corporate Customers” means any Customer which is a firm or company with an annual turnover and /or balance sheet of more than €2 million and which employs 10 or more people.

“Customer” shall mean any customer of the Bank availing of the Services and shall include individuals, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality) and the word “Customer” shall be construed accordingly.

“Close of Business” means the completion of processing of all transactions on any particular Banking Day.

“Customer Payee Accounts” means any account(s) (whether maintained with the Bank or with another financial institution recognised by the Bank for the purposes of the Services, or certain of them) in the name of the Customer, whether in sole or joint names, to which the Customer may transfer funds by debiting an Originating Account.

“Customer Handbook” means the Bank’s BUSINESS ON LINE manual including any amendments or additions thereto from time to time issued to the Customer by the Bank which describes the operation of the Services, together with guidelines in respect of use by the Customer.

“Cut-Off Time” means the cut-off time for receipt of instructions in respect of the Services on any particular Banking Day as detailed in the Customer Handbook.

“IBAN & Swift Address or BIC” means the ‘International Bank Account Number’ or ‘IBAN’ which is the standard for quoting account numbers across Europe. The use of the IBAN and the Payee bank’s SWIFT address /BIC code (Bank Identifier Code) ensures the correct identification of the Payee bank account.

“Authorised Networks” means the internet (or such other communications networks as may be authorised by the Bank from time to time) to be used by the Customer for the purposes of accessing the Services (or some of them), subject to the then applicable security and other access requirements as may be prescribed from time to time by the Bank.

“Micro-enterprise” means any Customer which is firm or company with an annual turnover or balance sheet not exceeding €2million (or sterling

equivalent) with less than 10 employees (and is not a subsidiary or linked partnership of a larger corporate group).

“Nominated Account” means an account nominated by the Customer to which the Bank will debit all subscriptions payable to the Bank by the Customer in connection with the Services.

“Originating Account” means those account(s) maintained with the Bank in the name of the Customer, whether in sole or joint names, nominated by the Customer for access through the Services and from which money may be withdrawn.

“Password” means either or both of the following (as the context requires):

(i) **“Administrator Password”** means a password currently consisting of eight characters issued initially by the Bank for use in conjunction with the Administrator User I.D. for the purposes of accessing the Services (and each subsequent password adopted for such purpose on the expiration or other authorised replacement of the immediately preceding password); or

(ii) **“Authorised User Password”** means a password currently consisting of eight characters issued initially by the Administrator to an Authorised User for use in conjunction with an Authorised User I.D. for the purposes of accessing the Services (and each subsequent password adopted for such purpose on the expiration or other authorised replacement of the immediately preceding password).

“Participating National Currencies” means the currencies of the Participating Member States as those currencies are defined on the day before the commencement of the third stage of Economic and Monetary Union.

“PSR” means the Payment Services Regulations 2009 and PSR regulated payments means any payments where the payment service providers of both the payer and payee are located within the EEA and where such payments are made in euro or any other EEA currency.

“Resolution” means any resolution(s) passed by the Customer in the course of the application for the Services.

“Retail Accounts” shall have the meaning given to it in Condition 11.

“Security Code” means a unique seven-digit one time authentication code which we give you.

“Security Instrument” means any number, code, digital certificate, password, token or other security measure we require you to use, and as further described in the Customer Handbook.

“Services” means those electronic banking services being provided by the Bank through the Authorised Networks as more particularly described in the Customer Handbook which the Bank has agreed to provide to the Customer from time to time and a reference to “Services” shall include a reference to any of them.

“Small Charity” means any Customer that is a registered charity with an annual income of less than £1 million.

“Third Party Payee” means any account(s) (whether maintained with the Bank or with another financial institution recognised by the Bank for the purposes of the Services, or certain of them (“Recognised Third Parties”) in the name of a third party Payee nominated by the Customer, whether in sole or joint names to which the Customer may transfer funds by debiting an Originating Account.

“Two Factor Authentication” means a security authentication process in which a customer provides two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by Bank of Ireland to the customer’s physical device, i.e. a unique one time activation code sent to a registered mobile phone.

“User I.D.” means either or both of the following (as the context requires):

(i) **“Administrator User I.D.”** means a set of alpha and numeric characters which identifies the Administrator to the system and which when used in conjunction with the Password gives the Administrator access to the Services; or

(ii) **“Authorised User I.D.”** means a set of alpha and numeric characters which identifies an Authorised User to the system and which when used in conjunction with the Password gives that Authorised User access to the Services.

“Sterling” or “£” means the currency for the time being of the United Kingdom.

“Website” means the Bank’s website located at www.businessonline-boi.com or such other URL as designated from time to time for this purpose.

1.2 Any reference to the Customer in these Conditions of Use means the holder(s) of the Originating Account whether on his own or jointly with others. If the Originating Account is held in joint names, the reference to the Customer includes each of them together and separately.

1.3 Any reference to the Bank in these Conditions of Use means Bank of Ireland (UK) plc trading as Bank of Ireland UK and such references will also include the Bank’s successors in title and permitted assigns and transferees.

1.4 Any reference to 'persons' in these Conditions of Use includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality).

1.5 The words 'in writing' and 'written' in these Conditions of Use mean in documented form, whether electronic or hard copy, unless otherwise stated.

1.6 Any references in these Conditions of Use to the Resolution, the Application and Indemnity, the Account Form and the Customer Handbook are references to those documents as updated from time to time.

1.7 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine or neuter and vice versa.

1.8 Headings used in these Conditions of Use are for convenience only and will not affect its interpretation or construction.

1.9 These Conditions of Use are provided to you in English and all communications issued hereunder will be provided by the Bank in English.

The Services

2. A copy of the Customer Handbook shall be provided to the Customer via the Website. It shall be the responsibility of the Customer to arrange appropriate Internet access to the Services. Where the Customer elects to avail of the direct dial facility, it shall do so by way of prior arrangement with the Bank.

3. The full range of Services provided by the Bank is detailed in the Customer Handbook. It is the responsibility of the Administrator to notify the Bank which Services are required from time to time by the Customer. The initial service levels required by the Customer shall be indicated in the Application; thereafter the Administrator may communicate a request for higher or lower service levels in writing to the Bank, on the Customer's headed paper. The functionality of the Services and the provisions of the Customer Handbook may be amended from time to time by the Bank, at its sole discretion, including where required to take account of any technical or procedural alterations or enhancements.

4. Messages sent through the Authorised Networks shall be treated as satisfying any legal requirement that a communication should be in writing. Each party waives any right it may have to challenge any such message on the basis that it was prepared and/or sent and/or received in electronic form.

5. The Bank shall record instructions received by way of the Services and, in the event of any dispute arising in relation to any instructions or alleged instructions, the record so kept by the Bank shall be prima facie proof of such instructions or alleged instructions for the purpose of determining such dispute.

Administrator and Authorised User

6. It is the sole responsibility of the Customer to select and appoint Administrators and the Customer must satisfy itself as to the suitability and integrity of the individuals chosen. Each Administrator appointed by the Customer constitutes a critical function in the overall security of the Services. The Administrators appointed by the Customer shall be responsible for the discharge of the functions more particularly described in the Customer Handbook, which shall include:-

- providing the account details the subject of the Services;
- setting up and removing Authorised Users;
- allocating and deleting Passwords;
- setting access rights and authorisation limits;
- providing training to new Authorised Users; and
- regularly checking the audit log of transactions.

7. To enhance security, the Bank shall on commencement of the Services issue the initial Passwords by way of two Passwords to the Administrators designated by the Customer. It shall be the responsibility of the Administrator to procure the application of the second Password, where the same is required under the terms of the Customer Handbook.

8. Authorised Users shall be set up by an Administrator. It shall be the responsibility of each Authorised User to familiarise himself with the terms of the Customer Handbook and the operation of the Services; to keep secret their Authorised User I.D. and Password and change their Password regularly; and to notify the relevant Administrator immediately if their Authorised User I.D. or Password is known or suspected to have become known to an unauthorised third party.

9. Any change in the identity of an Administrator shall be notified in writing to the Bank by the Secretary of the Customer on its headed paper. Such notification will be treated as effective by the Bank from the time of its receipt.

Account Balances and Payment Instructions

10. The information available by means of the Services shall not be taken as conclusive evidence as between the Bank and the Customer of the state of any relevant account and, while the Bank shall use its reasonable endeavours to ensure the accuracy and completeness of all information, the Bank shall not be liable for any loss incurred or damage suffered by the Customer by reason or in consequence of any such information.

11. The Customer accepts that information on retail account balances

(being accounts other than Visa and Mastercard accounts and accounts held with the Bank's Treasury and International Banking Division, Corporate Banking facilities or accounts held with Recognised Third Parties) (hereinafter called "Retail Accounts") on the Banking Day of access is: (a) the balance as at Close of Business on the Banking Day prior to the Banking Day of access; and additionally (b) all cheques due for value on the Banking Day of access, standing orders, all automated debits and credits due for value on the Banking Day of access, and debits and credits made by use of branch terminals and ATM network or any other electronic money transfer system.

12. All transactions displayed under Condition 11 (b) above are for information purposes only and their status will not be confirmed until Close of Business on the Banking Day of access.

13. The Customer accepts that information on account balances for Visa and Mastercard accounts and accounts held with the Bank's Treasury and International Banking Divisions and Corporate Banking Division are the balances as at Close of Business on the Banking Day prior to the Banking Day of access. In the case of accounts with Recognised Third Parties, the information on account balances is as provided by the Recognised Third Parties.

14. The maximum amount which can be quoted as a debit or credit transaction in the statement inquiry service through the Services is 999,999,999.99 in the case of Retail Accounts and 9,999,999,999.99 in the case of all other categories of account. Amounts over this sum will not be displayed in full on the screen. The maximum amount which can be quoted for an account balance through the Services is limited to 999,999,999.99 in the case of Retail Accounts and 9,999,999,999.99 in the case of all other categories of account. Amounts over this sum will not be displayed in full on the screen.

15. The Customer accepts that information available from the Services will be subject to change before the Close of Business each day and further accepts that the Bank's acknowledgement of a message containing a payment request cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested and that it is the sole responsibility of the Customer to regularly check the transaction status.

16. The Customer agrees that the Bank shall in no circumstances be liable for any loss or damage arising from delayed receipt of international payments from the Customer where the date of receipt (or following days) are not business days in the recipient jurisdiction.

Security

17. All Security Instruments issued by the Bank shall be used in accordance with the Customer Handbook. Once Security Instruments have been allocated by the Bank, it is the sole responsibility of the Customer, Administrator and/or Authorised User to keep all Security Instruments confidential to itself and to take all security measures to prevent any unauthorised person from gaining access to any Security Instruments, whether issued by the Bank or generated by the Customer. The Customer acknowledges that the Bank has no duty or power to supervise the use of any Security Instruments by the Customer. The Bank will not be responsible for any consequence arising from the unauthorised use of Security Instruments whether issued by the Bank or generated by the Customer

18. Should the Customer, Administrator or any Authorised User either suspect or become aware that any Security Instruments have become known or available to an unauthorised person, the Administrator shall immediately cancel and replace such compromised Security Instrument(s) and shall carefully review the audit log of transactions effected since the Security Instrument(s) may have become known or available to an unauthorised third party.

Processing of Instructions

19. The Customer irrevocably authorises the Bank to act upon all instructions received through the Services which have been or appear to the Bank to have been transmitted using the Password(s) without taking any further steps to authenticate such instructions. The Bank shall not be required to verify or check that instructions given to the Bank through use of the Services have been given and remain in force in respect of any debits or any other instructions to be carried out. In the event that the Customer shall comprise more than one entity or body of persons the Customers agree to be jointly and each of them severally liable, for all monies due and liabilities incurred arising from such instructions; furthermore any and all covenants agreements, indemnities and provisions in these Conditions of Use shall have effect as if they were joint and several covenants, agreements, indemnities and provisions by each of the Customers.

20. By acceptance of these Conditions of Use, the Customer hereby agrees with and to the Bank that the Customer is authorised from time to time to use the Services being provided by the Bank and which will be accessed by the Customer and under which the Customer can, by following the procedures laid down by the Bank for the use of the Services or any of them, have access to its accounts or financial information or any other information or services capable of being accessed as a result of the Customer using the Services (or such lesser rights of access to accounts, financial information or other information or services, as the case may be, as the Administrator may from time to time in his absolute discretion prescribe); and by each of the Customers in addition and without prejudice to the generality of the foregoing that each of the Customers who is a party to these Conditions of Use, is authorised from time to time and at any time to transfer monies from or make credits to the accounts of any other Customer, where so authorised by the Administrator. Each of the Customers further agrees if the Customer shall be a body or bodies corporate and in the event that a further company or companies becomes member(s) of the same group and wishes to avail

of the Services, it may do so on application being made to the Bank by the Company Secretary of the holding Company (as defined by Section 1159 of the Companies Act 2006 where the holding company is registered in England & Wales or where the holding company is registered in Northern Ireland as defined by Article 4 of the Companies (NI) Order 1986, as the same may be amended or re-enacted from time to time) on its headed paper and on the due execution by such further companies of an Agreement.

21. The Customer agrees to be liable for all monies due and liabilities incurred arising from instructions given under these Conditions of Use. The Customer shall not create an overdraft or extend an expressly agreed overdraft beyond an authorised limit approved by the Bank on any Originating Account through the Services except with the prior written consent of the Bank and the Bank will not implement an instruction to debit an Originating Account effected through the Services if such debit would cause an unauthorised overdraft or extend an authorised limit in respect of an expressly agreed overdraft. Any implied limit shall not be recognised or taken into account where an Originating Account is being debited through use of the Services.

22. The aggregate amount of any payment instructions received by the Bank in any Banking Day shall not exceed the limit(s) agreed between the Bank and the Customer from time to time. Any such instructions received on a non-Banking Day or after Cut-Off Time on a Banking Day will be dealt with on the next Banking Day. When calculating the limit referred to above, any forward value instructions due for processing on that Business Day, instructions received on any previous non-Banking Day, or after Cut-Off Time on any Banking Day to be effected no later than Close of Business on the next Banking Day shall be taken into account. Upon receipt of payment instructions through the Services the Bank will effect the relevant payment(s) in the manner set out in the Customer Handbook.

23. The Bank shall have no liability to the Customer in respect of any payment made by the Bank on foot of any forward value instruction where the notification to cancel was not received by the Bank by Close of Business on the Banking Day prior to the scheduled date of payment of such forward value instruction.

24. The Customer shall be responsible for ensuring the correctness and accuracy of all payment instructions and the Bank will have no obligation to check whether the name of the Payee or other information provided with the payment instruction is correct. Where an account number, sort code, IBAN or BIC is incorrectly stated on a payment instruction, the Bank shall have no liability for the non-execution or defective execution of the subsequent payment.

25. Without liability, the Bank may refuse to act on any payment instruction if the payment instruction does not contain the BIC and IBAN, or sort code and account number, or any other necessary unique identifier of the Payee. In the event that the Bank refuses to process any such payment instruction, for this or any other reason, the Bank will advise the Customer accordingly.

26. In respect of payments instructions, the date of receipt of such payment instructions ("D") will, subject to any applicable Cut-Off Times, be that Banking Day where the payment instruction is received by the Bank. The Bank will process most payment instructions received such that the Payee bank will be credited within one (1) Banking Day of the date of receipt by the Bank of said payment instruction (D+1). Any payment instructions received in respect of cross-border payments in Sterling, or other EEA Currency (non-euro), will be processed such that the Payee bank will be credited within three (3) Banking Days of the date of receipt by the Bank of said payment instruction (D+3). For paper initiated payment transactions, the above referenced processing periods are extended by a further day ((D+2) & (D+4)). The above referenced transaction processing times apply only to PSR regulated payments and any non-PSR regulated payments may take longer to process.

Disputed or Unauthorised Transactions

27. The Customer must advise the Bank without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised or incorrectly executed transactions. It shall be the responsibility of the Customer to demonstrate to the satisfaction of the Bank that any such transaction was actually unauthorised or incorrectly executed, save where the Customer is a Micro-enterprise or Small Charity in which circumstances it shall be the responsibility of the Bank to demonstrate that any such transactions were authorised and correctly executed.

28. In the event of an unauthorised transaction out of the Account, the Bank will, subject to Conditions 30 & 31 below, refund the amount of such unauthorised transaction and, if applicable, will restore the Account to the state it would have been in but for the unauthorised transaction.

29. Where such unauthorised transactions have resulted from the loss, theft or misappropriation of any Passwords or User I.D.s, the Customer will be fully liable for any such unauthorised transactions which occurred before such loss, theft or misappropriation was reported to the Bank, save where the Customer is a Microenterprise or a Small Charity in which circumstances the Customer will be liable for such unauthorised transactions up to a maximum of £50.

30. Where any such unauthorised transactions arise as a result of any fraud or gross negligence on the part of the Customer, the Customer shall be liable for the full amount of such unauthorised transactions.

31. In the event of any incorrectly executed transaction resulting from the acts or omissions of the Bank, the Bank will refund the amount of such incorrectly executed transaction and, if applicable, will restore the Account to the state it would have been in had the incorrectly executed transaction not taken place. The Bank reserves the right, however, to investigate any such transaction to determine that it was incorrectly executed, and not received by the payees'

payment service provider, before making any refund.

32. Where any transaction is effected by the Bank in accordance with any unique identifier (e.g. sort code, account number, BIC or IBAN) as supplied by the Customer but the unique identifier supplied is incorrect, the Bank shall have no liability to the Customer in respect of such transaction. The Bank will however make all reasonable efforts to recover the funds involved in such transaction and may charge the Customer in respect of all reasonable costs incurred in recovering the funds on behalf of the Customer.

Customer Handbook

33. The Customer undertakes to comply with the provisions of the Customer Handbook which are designed to provide safeguards against unauthorised use and the Customer further undertakes to ensure that each and every Administrator and Authorised User complies therewith, and with the terms of the Conditions of Use. The Customer Handbook shall be treated as incorporated into these Conditions of Use. In the event of any conflict or inconsistency between the Customer Handbook and the terms of these Conditions of Use, then the latter shall prevail.

Appropriate Facilities

34. The Customer will, at its own expense and from time to time, provide and maintain facilities suitable for gaining access to the Services and shall be responsible for ensuring that these meet any requirements specified by the Bank from time to time.

Changes to the Agreement

35. The Bank reserves the right at all times to introduce new terms and conditions and to vary or amend the existing terms and conditions of the Agreement by giving two months notice thereof to the Customer by whatever means the Bank, in its sole discretion deems appropriate, in which circumstances the Customer shall be free to dissolve the Agreement with the Bank and in so doing shall forthwith discharge all and any outstanding liabilities to the Bank in respect of the Agreement. In the absence of any prior notice to the contrary, the Customer will be deemed to have accepted such revised terms and conditions with effect from their notified effective date.

36. In addition, the Bank reserves the right at all times to introduce new service fees or charges or to vary any and all existing service fees or charges by giving two months notice thereof to the Customer by whatever means the Bank, in its discretion deems appropriate, save where the variation is to the benefit of the Customer in which circumstances the Bank may implement such variation with immediate effect and notify the Customer thereafter.

37. For Corporate Customers only, the two month notice periods referred to above will not apply and the Bank reserves the right to implement any such changes immediately and without any prior notice to such Corporate Customers.

38. Any new services (the "New Services") offered by the Bank to the Customer shall be subject to the terms and conditions applicable to the New Services and shall be capable of acceptance on behalf of the Customer by the Administrator; such acceptance to be in such form as the Bank may require at its discretion from time to time.

Provision of Services

39. The Bank shall not be obliged to provide the Services at all times or during any particular hours and may withdraw, suspend or restrict the Services temporarily without prior notice. In the event of the occurrence of a technical fault or other reason whereby payment cannot be made due to failure to achieve the Cut-Off Time for payments, such payment (in the absence of contrary instructions from the Customer) will automatically be made on the next Banking Day, in the case of domestic payments, and on the next day on which the recipient financial institution is open for business in the case of international payments (i.e. payments to accounts outside United Kingdom).

40. Acknowledgement by the Bank of receipt of payment instructions does not constitute confirmation of the effecting of those instructions, which are subject (inter alia) to available account balance. It is the responsibility of the Customer to log-in or otherwise access the Services to ascertain whether, and if so, when, such payment(s) has/have been made.

Force Majeure and Limitations of Liability

41. The Bank shall have no liability for delays, interruptions, errors or failures in the provision of the Services not within the reasonable control of the Bank including force majeure, those caused by failure or fluctuation of electrical power, industrial action, industrial disputes, breakdown or other malfunction of any Customer's or the Bank's telephone or other technical equipment including software and the Bank shall not be liable in contract or tort for any loss or damage claimed to have arisen as a result of the non-availability, non-functioning or malfunctioning of the Services or otherwise in connection therewith; without prejudice to the generality of the foregoing, the Bank shall have no liability whatsoever or howsoever arising if there is any delay in accessing, interruption or inability by the Customer to access the Services by means of the Authorised Networks.

42. The Bank shall not be liable for any consequential, special, secondary or indirect loss, or any loss of or damage to goodwill, profits or anticipated savings of the Customer or any third party (howsoever caused). The

Customer acknowledges that the Bank shall not be liable for any losses, costs, damages, actions or expenses arising or occurring on the part of the Customer as a result of information being transmitted through the Authorised Networks becoming known to an unauthorised person by any means whatsoever unless any such losses, costs, damages, actions or expenses arise due to the gross negligence of the Bank.

Service Charges

43. The Customer agrees to pay to the Bank in respect of the Services an agreed service charge payable monthly in the manner prescribed by the Bank or any such other rate or percentage as may from time to time be notified by the Bank to the Customer, (such notification becoming effective four weeks from the date of such notice), such service charge to be debited by the Bank from time to time to the Nominated Account.

(a) The Customer accepts that it will be liable and responsible for payment of charges incurred in respect of its accessing of the Services via the Authorised Networks.

(b) Debit and Credit transactions effected through the Services are chargeable items at the relevant transaction rate notified to the Customer. Any other charges that apply in the normal course of business to any Originating Account and/or Customer Payee Account will continue to apply.

(c) The Customer hereby authorises the Bank to debit the Nominated Account with all and any charges, fees and other sums whatsoever arising due and payable to the Bank by the Customer in relation to the Services.

Termination

44. The Services shall continue to be available to the Customer unless and until this Agreement is terminated in accordance with its terms.

45. The Customer may terminate this Agreement at any time on notice to the Bank. The Bank may terminate this Agreement at any time on 2 months' notice to the Customer.

46. In addition to the general rights to termination as set out above, and without prejudice to any other rights under the Agreement, the Bank may terminate this Agreement and the Services immediately or, at the discretion of the Bank, block the use or operation of the Services in circumstances where:

- (a) the Bank is made aware of the death, bankruptcy or other act of insolvency of the Customer;
- (b) the Customer has failed security checks in a manner that the Bank deems unacceptable;
- (c) there is a reasonable suspicion of unauthorised or fraudulent use of the Services; or
- (d) there has been a breach of these terms and conditions by the Customer.

47. Where the Services are so terminated or blocked, the Customer will be notified and, where the Services are blocked, the Customer will be advised as to how the block may be removed.

48. Notwithstanding the bankruptcy, liquidation, administration, receivership administrative receivership or other incapacity of the Customer, or receipt by the Bank of written notice of termination in accordance with Condition 45 above, all payments made by the Bank by debiting an Originating Account will be valid and binding upon the Customer if made prior to receipt by the Bank of written notice of such bankruptcy, liquidation, administration, receivership administrative receivership or other incapacity or, in the case of termination under Condition 45 above, prior to the expiry of the notice referred to in the said Condition 45. Any such termination shall be without prejudice to the accrued rights of the Bank and obligations and liabilities of the Customer to the Bank as of the date of termination.

49. Upon termination of the Services in accordance with Conditions 45 and 46, the Customer shall deliver to the Bank forthwith any and all documentation, or other material issued by the Bank to the Customer in relation to the Services.

Notice

50. Any notice required to be given by the Customer to the Bank in connection herewith shall be given in writing and sent by post addressed to the Bank at its place of business at Business On Line Support Unit, Bank of Ireland, Group Payments, Operation Centre (1st Floor), Cabinteely, Dublin 18 marked "Bank of Ireland BUSINESS ON LINE" (or such other address as may be notified by the Bank to the Customer from time to time) and notice required to be given by the Bank to the Customer shall be given by whatever means the Bank, in its discretion deems appropriate. Notice shall be deemed to have been received within 48 hours of its transmission by post and by electronic mail; at the time of its communication in the case of notice by telephone; at the time of its being placed in the case of message on accessing the Services; and at the time of its publication in the case of advertisement by newspaper.

Waiver

51. No time or indulgence which the Bank may extend to the Customer or any Administrator or Authorised User or any other person nor any waiver by the Bank of any breach of any term or condition of the Conditions of Use, the Application or the Customer Handbook shall affect the Bank's rights and powers thereunder.

Severability

52. Each of the provisions of the Conditions of Use is severable from the others and if at any time one or more of such provisions not being of a fundamental nature, is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Conditions of Use shall not in any way be affected or impaired.

Entire Agreement

53. These Conditions of Use supersede all prior agreements, arrangements and understandings between the parties and, together with the Application and Indemnity, the Account Form and the Customer Handbook constitute the entire agreement between the parties relating to the provision of the Services or any of them.

Representations and Warranty

54. Each of the parties hereto hereby covenants, represents and warrants to the other that the execution and delivery of the Agreement is duly authorised and (where appropriate) will not contravene the Memorandum and Articles of Association (if any) or other governing authority of itself nor any agreement or other instrument which is binding on it.

Jurisdiction

55. The Conditions of Use shall be governed by and construed in accordance with the laws of England & Wales. For the benefit of the Bank, the Customer hereby submits to the jurisdiction of England & Wales in relation to any claim or proceedings under the Conditions of Use. Where the account is held in Northern Ireland, the Conditions of Use shall be governed by the Laws of Northern Ireland and the Courts of Northern Ireland will have jurisdiction. Where the account is held in Scotland, the conditions of use shall be governed by Scottish law and the Scottish Courts will have jurisdiction. The Customer further irrevocably submits to any other jurisdiction in which it has assets and hereby waives any objection to any claim that any suit, action or proceedings have been brought in an inconvenient forum.

