

**Business
On Line**
Conditions
of use

August 2016

Bank of Ireland 

For small steps, for big steps, for life

In these Conditions of Use and such other terms as may be added to or substituted therefore from time to time ("Conditions of Use") unless the context shall otherwise require, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine or neuter and vice versa.

Definitions and Interpretations

1. The following terms shall bear the following meanings:

"Administrator" shall mean 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.

"Application" Each and any Application executed by the 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" shall mean each person appointed by the Customer as an Authorised User (as described by Condition 8) as same may be substituted pursuant to the terms of these Conditions of Use.

"Banking Day" The periods of time in any day during which the Bank is generally open for business in Ireland and "non-Banking Day" shall be construed accordingly.

"BUSINESS ON LINE" or "BOL" 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) and includes BOLPP where the reference so requires.

"BUSINESS ON LINE PAYMENTS PLUS" OR "BOLPP" means the business name adopted for a specific subset of the Services relating to SEPA payments.

"Close of Business" The completion of processing of all transactions on any particular Banking Day.

"Conversion Services" means the optional service provided by the Bank where, for the purposes of submitting compliant payment files for certain SEPA Payments, the Bank will convert payment files submitted by the Customer in the STD 18 format into the SEPA compliant ISO XML format prior to processing the payment file(s).

"Customer" shall mean any customer of the Bank availing of the Services and shall include individuals, partnerships, trustees incorporated and unincorporated bodies and the word "Customer" shall be construed accordingly. Words and phrases in the plural shall include the singular and vice versa.

"Customer Payee Accounts" An account or accounts (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" The Bank of Ireland BUSINESS ON LINE manual (available on www.bankofireland.com) 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" The cut-off time for receipt of instructions in respect of the Services on any particular Banking Day as detailed on www.bankofireland.com.

"IBAN & Swift Address or BIC" – The 'International Bank Account Number' or 'IBAN' 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's bank account.

"Microenterprise" means an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million as defined in Article 1 and Article 2 (1) and (3) of the Annex to Recommendation 2003/361/EC as may be amended from time to time.

"Nominated Account" 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" An account or accounts 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.

"PSR" means the European Communities (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.

"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.

"SEPA" means the Single Euro Payment Area details of which are available at www.bankofireland.com.

"SEPA Payments" means non urgent payments made within SEPA and which are subject to the SEPA Credit Transfer or SEPA Direct Debit Scheme Rules.

"Services" means those electronic banking services, set out in the Customer Handbook, being provided by the Bank through the Internet and Authorised Networks 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.

"Third Party Payee" An account or accounts (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 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.

The Services

2. The Bank will provide to the Customer the Customer Handbook via the Services 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 Services to be provided by the Bank to the Customer will correspond to the range of services as detailed in the Customer Handbook. 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 Internet and 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 over-all security of the Services. The Administrator 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
- ▶ managing, allocating and deleting Security Instruments
- ▶ managing and setting access rights and authorisation limits
- ▶ providing training to new Authorised Users
- ▶ regularly checking the audit log of transactions

7. Authorised Users shall be set up by the Administrator. It shall be the responsibility of each Authorised User to familiarise themselves with the terms of the Customer Handbook and the operation of the Services, to keep secret their Security Instruments, and to notify the relevant Administrator forthwith if any Security Instrument is known or available, or suspected to have become known or available, to an unauthorised third party.

8. Any change in the identity of an Administrator shall be notified in writing to the Bank by the Secretary, any two directors, or equivalent authorized signatories 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

9. 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.

10. The Customer accepts that information on retail account balances (being accounts other than Visa and Mastercard accounts and accounts held with the Bank's Global Markets Banking Division, Corporate Banking facilities or accounts held with Recognised Third Parties) (hereinafter called "Retail") 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.

11. 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.

12. The Customer accepts that information on account balances for Visa and Mastercard accounts and accounts held with the Bank's Global Markets 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.

13. The maximum number of digits 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 and 9,999,999,999,999.99 in the case of all other categories of account. Digits over this number will not be displayed in full on the screen. The maximum number of digits which can be quoted for an account balance through the Services is limited to 999,999,999.99 in the case of Retail and 9,999,999,999,999.99 in the case of all other categories of account. Digits over this number will not be displayed in full on the screen.

14. 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.

15. 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.

Conversion Services

16. Where the Customer chooses to avail of Conversion Services from the Bank, then;

- a) The Bank will only accept files for conversion which are in a suitable format. Details of the currently acceptable format(s) are available at [<http://bankofireland.com/sepa>] and are subject to change. Files submitted in anything other than an acceptable format will be rejected, and the Bank accepts no liability arising from any such file rejection.

b) The Customer is entirely responsible for ensuring the accuracy of the payment instructions comprising any payment file submitted for conversion. In providing the conversion service, the Bank accepts no responsibility or liability for the defective or non-execution of any payment instruction contained in a converted file where such defective or non-execution results from any inaccuracy, error or duplication existing in the originally submitted payment file.

c) Following the conversion of a payment file, the Customer authorises the Bank to submit that converted file for processing without any further reference to the Customer.

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 Security Instrument(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.

20. By acceptance of these Conditions of Use;

a) 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).

b) 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.

21. 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.

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.

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 beneficiary 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 payment order to the Account.

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 beneficiary. 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.

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 all payment instructions received such that the beneficiary bank will be credited within three (3) Banking Days of the date of receipt by the Bank of said payment instruction (D+3). With effect from January 1, 2012 the Bank will process all payment instructions received such that the beneficiary bank will be credited within one (1) Banking Day of the date of receipt by the Bank of said payment instruction (D+1). For paper initiated payment transactions, the above referenced processing periods are extended by a further day ((D+4) & (D+2)). The above referenced transaction processing times apply only to PSR regulated payments and any non-PSR regulated payments may take longer to process.

In accordance with account terms and conditions, the Bank will provide or make available to the Customer a written receipt or record of account (i.e. transaction receipt or statement) setting out details of all account transactions. This will include details of transactions effected using the Services.

22. Disputed or Unauthorised Transactions

- a) 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.
- b) In the event of an unauthorised transaction out of the Account, the Bank will, subject to (c) & (d) below, refund the amount of such unauthorised transaction and will restore the Account to the state it would have been in but for the unauthorised transaction.
- c) Where such unauthorised transactions have resulted from the loss, theft or misappropriation of any Security Instrument(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.
- d) Where any such unauthorised transactions arise as a result of any fraud on the part of the Customer, or where the Customer has failed intentionally, or by acting with gross negligence, to fulfill any obligation(s) of the Customer under these Conditions of Use or within the Customer Handbook, the Customer shall be liable for the full amount of such unauthorised transactions.
- e) 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 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.
- f) 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 where 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. The Bank may charge the Customer in respect of all reasonable costs incurred in recovering the funds on behalf of the Customer.

Customer Handbook

23. 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 every Authorised User complies therewith, and with the terms of these Conditions of Use. The Customer Handbook shall be treated as being 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

24. 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.

Alterations and Enhancements

25. The Bank reserves the right at all times to introduce new Conditions of Use and to vary or amend the existing Conditions of Use by giving two months notice thereof to the Customer by whatever means the Bank, in its discretion deems appropriate, in which circumstances the Customer shall be free to dissolve this contract with the Bank and if so doing shall forthwith discharge all and any outstanding liabilities to the Bank in respect of the Account. 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.

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.

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.

With regard to the provisions above, the two month notice periods will apply only to Customers who are Microenterprises. For all other Customers, the Bank reserves the right to implement any such changes immediately and without any prior notice to the Customer.

Provision Of Services

26. 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 Ireland).

27. 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

28. 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 Internet and Authorised Networks.

29. 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 Internet and 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

- 30.
- (a) 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.
 - (b) 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 Internet and Authorised Networks.
 - (c) 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 Beneficiary Account will continue to apply.
 - (d) The Customer hereby authorises the Bank to debit the Nominated Account with all and any charges, fees and other sums whatsoever arising due or payable to the Bank by the Customer in relation to the Services.

Termination

31. The Services shall continue to be available to the Customer unless and until terminated:

31.1 The Customer may terminate this Agreement at any time on notice to the Bank.

31.2 The Bank may terminate this Agreement at any time on 60 days notice to the Customer.

31.3 In addition to the general right to terminate as set out above, and without any liability to the Customer, 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.

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.

32. Notwithstanding the bankruptcy, death, insolvency, administration or incapacity of the Customer, or receipt by the Bank of written notice of termination in accordance with Condition 31.1 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, death, insolvency, administration or incapacity or, in the case of termination under Condition 31.2 above, prior to the expiry of the notice referred to in Condition 31.2. 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.

33. Upon termination of the Services in accordance with Condition 31, 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

34. 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 1st Floor, Operations Centre, 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

35. 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 or the Application shall affect the Bank's rights and powers thereunder.

Severability

36. 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

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

Representations and Warranty

38. Each of the parties hereto hereby covenants, represents and warrants to the Bank that the execution and delivery of the Agreement is duly authorised and will not contravene any governing authority of itself nor any agreement or other instrument which is binding on it.

Jurisdiction

39. The Conditions of Use shall be governed by and construed in accordance with the laws of Ireland. For the benefit of the Bank, the Customer hereby submits to the jurisdiction of the Courts of Ireland in relation to any claim or proceedings under the Conditions of Use. 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 any inconvenient forum.

