

Open24 Online Banking Terms and Conditions

Please note that the following Terms and Conditions should be read in conjunction with our General Terms and Conditions and are effective 13th January 2015.

Definitions

'2Factor Code' means the second code to be used to confirm a transaction on the OPEN24 Service which we have deemed requires two factor authentication (and which may include, without limitation, high value transfers and/or adding a new transferee to an Account using the OPEN24 Service). The 2Factor Code will be provided to you by us by mobile Device.

'Account' means an account (whether carrying a right to a cheque book or not) opened by the Bank for you.

'Agreement' means these Conditions, all applicable fees and charges booklets and schedules, all Channel terms and conditions, all Card terms and conditions and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

'Automatic Self-Service System' means the automated system which enables you to access and utilise the OPEN24 Service without the assistance of a customer service adviser. **'Bank'** means permanent tsb p.l.c. its successors and assigns.

'BIC' means Bank Identifier Code.

'Card' means the permanent tsb Card (which may be enhanced and/or varied from time to time) issued by the Bank to a Cardholder for use in connection with Card Transactions, including a replacement Card where a Card has been renewed, lost, stolen, copied, defaced, enhanced, varied or improved for Card security. **'Cardholder'** means the individual to whom a Card is issued who is one and the same as the applicant.

'Card Transaction' includes all or any of the following where authorised by the Bank for the Cardholder: a Cash Machine Transaction, a Debit Card Transaction, and any other transaction in which the Card may be used by the Cardholder in accessing or utilising any facility or service to be provided by the Bank from time to time in conjunction with the Card.

'CashBack' means the service available to a Cardholder from certain Retailers by which a Cardholder may, at the time of and in addition to the purchase of goods and/or services, obtain cash subject to the limit as set out in Condition 11(a) of the Card Conditions which may be changed from time to time.

'Cash Machine' means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions, and includes ATMs inside Ireland and where outside Ireland display the Visa logo.

'Cash Machine Transaction' is the withdrawal of cash using a card from a Cash Machine which facility is limited, in the case of Cards without the Visa logo, to withdrawals from permanent tsb cash machines in Ireland.

'Channels' means the methods by which you may access our various Account services, including all or any of the following where authorised by the Bank for you: in person through our branches, by Cash Machine, by our OPEN24 Service and by such other means as we may from time to time make available. The Accounts and services that may be accessed and utilised may vary across the different Channels and the limits applicable to particular transactions or services may also vary across the different Channels.

'Conditions' means the General Conditions and/the Account and/or Channel and/or service specific conditions, as amended, extended or replaced from time to time.

'Consumer' means a natural person who is acting for purposes other than his/her trade, business or profession.

'Customer' means, a person(s) (whether a natural or legal person) who has/have opened an Account with us and includes the personal representatives, successors, authorised signatories and Users, and permitted assigns of each such person.

'Debit Card Transaction' means an electronic payment using a Card for the purchase of goods or services (which can include payment for CashBack), by a Cardholder, to a Retailer displaying the Visa logo and/or who is in the Visa Scheme.

'Device' means any device or equipment approved by us to access and use the OPEN24 Service including, but not limited to, telephone, personal computer, kiosk, mobile telephone, tablet or any other such device or equipment.

'Facility' means an approved overdraft or credit facility on an Account.

'Fees Booklet' means the current edition of our 'Terms & Conditions and Personal & Business banking charges' booklet, as amended from time to time.

'General Conditions' means those of the Conditions which are applicable to all Accounts and services.

'IBAN' means International Bank Account Number. 'Internet Password' means a password initially provided by us to a User for the purposes of initial Internet access to the OPEN24 Service and thereafter created by a User in accordance with the Operating Instructions for use by that User with that User's OPEN24 Number for Internet access to the OPEN24 Service; 'Ireland' means the Republic of Ireland.

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'Joint Account' means an Account opened in more than one name and includes an Account in the name of a partnership.

‘Joint Account Holder’ means the two or more persons or members of a partnership holding a Joint Account.

‘OPEN24 Number’ means the number allocated by us to a User for use by that User in conjunction with the PAN and/or Internet Password created by that User;

‘OPEN24 Service’ means the system provided by us from time to time to enable Users to access, transact and utilise services provided by us using telephone, Internet or other technology-based communication.

‘Operating Instructions’ means the instructions issued from time to time by us governing the use and operation of the OPEN24 Service;

‘PAN’ means the Personal Access Number created by a User in accordance with the Operating Instructions for use by that User with that User’s OPEN24 Number.

‘PIN’ means the Personal Identification Number produced by computer process and allocated to a Cardholder for use with his or her Card.

‘Retailer’ means a supplier of (a) goods and/or services; or (b) goods and/or services and Cashback.

‘Security Features’ means any PIN or other security code, including without limitation any PAN, OPEN24 Number, 2Factor Codes, SMS Access code, VbV password and/or the Internet Password issued by us to a Customer or User or created by a User in accordance with our Operating Instructions or other procedures, and such other personalised Devices and/or security procedures that may be introduced in respect of the operation of an Account from time to time.

‘SMS’ means short messaging system or equivalent facility enabling users of Devices to send and receive text messages using those Devices.

‘SMS Access Code’ means the 5 digit password provided by us to Users authorised to access the OPEN24 Service via a text message or SMS Channel using a mobile Device, and sent to the User via SMS to the mobile Device number which the User has registered with us.

‘Unique Identifier’ means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment and which will usually include the payee’s BIC and IBAN.

‘User’ means a Customer or a person authorised by a Customer to use the OPEN24 Service on that Customer’s behalf.

‘Visa Scheme’ means the payment system operated by Visa Europe Services Inc. a wholly owned subsidiary of Visa Europe Limited.

‘Verified by Visa’ means a simple, password-protected identity-checking service to be used by you when carrying out online purchases on the internet.

‘VbV Password’ means your Verified by Visa password for use by you with participating online Merchants.

'Website' means our websites at www.permanenttsb.ie and/or www.open24.ie, as relevant.

Terms and Conditions

1. Scope

The terms and conditions in this section (the "OPEN24 Conditions") apply to the use of the OPEN24 Service and (unless otherwise agreed in writing to the contrary) apply in addition to the General Conditions and are deemed to be incorporated into and form part of the Conditions and any relevant Agreement between us for the OPEN24 Service. In the event of any inconsistency or ambiguity between the General Conditions and the OPEN24 Conditions, the OPEN24 Conditions shall prevail.

2. Use of Service and Application of these Conditions

(a) The OPEN24 Service may be accessed and utilised by Users who:

(i) are aged 12 years or over or, if they wish to avail of credit facilities, are aged 18 years or over;

(ii) have requested registration and complied with our registration process;

(iii) have received from us a User's OPEN24 Number;

(iv) have created a PAN in accordance with the Operating Procedures;

(v) have satisfied any applicable authorisation and/or security requirements; and

(vi) have, if they wish to avail of Internet access, created an Internet Password in accordance with the Operating Instructions, and/or, if they wish to avail of SMS Channel access, have received an SMS Access code from us.

(b) We may in our absolute discretion, without assigning any reason, refuse to accept a request for registration.

(c) The following Conditions govern the use of the OPEN24 Service and each User shall be bound by them.

(d) The User undertakes to comply strictly with these Conditions and the Operating Instructions (which are designed to minimise the risk of unauthorised use of the OPEN24 Service).

(e) The OPEN24 Service may be accessed and utilised via such Channels as we may from time to time designate. The OPEN24 Service may only be accessed and utilised in accordance with the Operating Instructions and these Conditions.

3. Authority to Bank

(a) You authorise and instruct us to act on all instructions and requests that are received through the OPEN24 Service provided the instructions and requests are made by use of the

relevant OPEN24 Number, PAN and, where applicable, the Internet Password, SMS Access code and/or 2Factor Code. Although we may from time to time require other additional means of personal identification, we shall not be obliged to do so and we may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.

(b) You must notify us without undue delay on becoming aware of the loss or theft of any OPEN24 Number, PAN, the Internet Password, SMS Access code and/or 2Factor Code. We will consider whether there has been undue delay in accordance with Condition 17(c) of the General Conditions.

(c) A customer service adviser may decline to act on any instruction or request for information received through the OPEN24 Service when providing assistance to a User to access and/or use the OPEN24 Service if the customer service adviser believes that the OPEN24 Service is being accessed and/or used in an irregular or unauthorised manner but we shall not be liable for any failure on the part of a customer service adviser to do so. Instructions or requests received through the Automatic Self Service System will normally be processed automatically. However, if during such processing we believe that the instruction or request is irregular or unauthorised, we may terminate such processing.

(d) We may decline to act on any instruction or request until it has been confirmed in writing and signed by you. We reserve the right to not act on any instruction or request received otherwise than by means of a Channel authorised in respect of the Account in question.

4. Obligations of Customer

(a) The User shall provide and maintain at the User's own expense any Devices needed to access the OPEN24 Service and shall ensure that such Devices satisfy all technical and other requirements specified by us in the Operating Instructions.

(b) The User is responsible for disconnecting and clearing any information from any Device used to access the OPEN24 Service before leaving such Devices unattended.

(c) The User shall delete from the memory of any Device any SMS Access code or 2Factor Code that is received. The User should memorise such numbers before deleting them from the Device. In the case of the number being forgotten, a new number can be requested through the OPEN24 Service via the Website. We shall not be liable for any loss or damage arising out of or in connection with the failure of the User to delete the SMS Access code or 2Factor Code from the Device upon receipt of same.

(d) Information received by SMS from us will be stored on the relevant mobile Device until such time as a subsequent SMS is received from us or the User deletes the SMS, whichever occurs earlier. Accordingly, the User acknowledges that the User is solely responsible for maintaining the confidentiality and security of the Device and any such SMS after receipt. We shall have no liability to the User in respect of disclosure of any SMS after receipt.

(e) The User shall ensure that all instructions given by the User to us through the OPEN24 Service are accurate and complete and (where applicable) prior to confirming any such instruction, shall ensure that the instruction as relayed back to the User for the purpose of

confirmation through the OPEN24 Service is that which the User intends. These instructions may include providing all necessary Unique Identifiers to enable the payee's bank and payee's bank account to be identified. The User is solely responsible for the accuracy of each instruction. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which the User gives us. Where the User gives us inconsistent instructions (for example, where the receiving bank's Unique Identifier and its name and address details do not match) we shall not be liable for acting or not acting in accordance with any part of those instructions.

(f) The Customer on the Account accessed and used through the OPEN24 Service will pay all applicable transactional fees and charges from time to time payable for services provided through the OPEN24 Service in accordance with the Fees Booklet from time to time applicable. All costs incurred by the User in accessing and utilising the OPEN24 Service including the cost of telephone calls and Internet access shall be at the User's expense.

5. Normal Conditions Continue to Apply

The OPEN24 Service is a method of accessing and utilising services provided by us. Accordingly, save to the extent that these Conditions provide otherwise, all mandates relating to the Accounts and all Conditions applicable to the Accounts remain in full force and effect. In particular:

(i) the User may not use the OPEN24 Service to withdraw funds from an Account without giving the period of notice required by the terms applicable to the Account. Failure to do so may result in a delay in the execution of the instruction or, at our discretion, a charge payable by the User to us;

(ii) the User may not use the OPEN24 Service to create any indebtedness to us or cause any overdraft or other limit to be exceeded unless we have previously agreed that indebtedness or limit.

Accordingly, any instruction for any transaction involving a withdrawal from an Account received through the OPEN24 Service will require the User to have sufficient cleared funds in the Account or a sufficient overdraft or other Facility available on the Account in order to enable us to complete the instruction.

6. Availability of Services

(a) Although it is our intention that the Automatic Self Service System will be available to Users 24 hours a day 365 days a year and that customer service advisers will be available at the times indicated on the website, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within our control or not) some or all of the Services normally available through the OPEN24 Service will not be available. Accordingly, we may from time to time, without incurring any liability to the User, temporarily suspend any or all of the OPEN24 Services for such periods as we shall determine.

(b) We shall, on giving not less than 2 months notice to Users, be entitled to terminate permanently the OPEN24 Service or any element thereof.

(c) We may from time to time add to, withdraw, suspend, amend or otherwise alter all or any of the Services, which may be accessed and utilised through the OPEN24 Service. Details of the Services available from time to time will be given in the Operating Instructions and on the Website. We may amend, supplement or replace the Operating Instructions from time to time.

7. Fees and Charges

We shall be entitled to charge transaction fees and charges to Users utilising the OPEN24 Service and from time to time to alter such fees and charges. Full details of all fees and charges from time to time payable by Users for utilising the OPEN24 Service are available at any branch of the Bank, via the OPEN24 Service or the Website and in the Fees Booklet. We may debit the relevant Account with any fees and charges payable by a User for utilising the OPEN24 Service in respect of that Account.

8. Account Balance Information

(a) While we currently operate a real-time on-line system, which enables immediate updates to Accounts, the time necessary to complete the processing of instructions and requests may vary depending on whether they can be immediately processed and the nature of the instruction or request. Accordingly the User acknowledges that account balance information given through the OPEN24 Service is as up-to-date as our systems permit at the time of the User's enquiry but it may not reflect transactions that are in hand, but which still have to be processed or verified. For example, it may take account of a cheque which has been lodged to the Account but which has not yet cleared, if that cheque is returned unpaid we will debit the Account with the amount of the cheque. We will not be liable for any loss suffered by reason of any Account balance information not being accurate or up-to-date.

(b) Any loan Account balance provided through the OPEN24 Service may not represent the total amount required to settle that loan Account.

9. Death of a Customer

Notwithstanding the death or incapacity of a User, we shall be entitled to provide all information requested and execute all instructions given through the OPEN24 Service with the use of that User's OPEN24 Number, PAN, Internet Password, SMS Access code and/or 2Factor Code until we have received actual written notice of such death or incapacity.

10. Joint Accounts

Where an account is a Joint Account and the mandate for that Joint Account allows us to act on instructions given by any one of the Joint Account Holders, then it may be accessed through the OPEN24 Service if any of the Joint Account Holders so consents. If the mandate for the Joint Account allows us to act on instructions given by two or more of the Joint Account Holders, then it may not be accessed through the OPEN24 Service.

11. Termination

(a) We reserve the right to terminate the entitlement of any User to access and utilise the OPEN24 Service by writing by post, fax or e-mail or telephoning or sending a communication by any other means (electronic or otherwise) to the User:

(i) at any time subject to giving at least 2 months notice to the User;

(ii) forthwith on the breach, non-performance or non-observance by the User of any of these Conditions or the Operating Instructions;

(iii) on closure of any of the Accounts accessed through the OPEN24 Service; or

(iv) forthwith on the bankruptcy or other contractual incapacity of the User.

(b) The User may terminate the use of the OPEN24 Service at any time by a telephone call or letter to the OPEN24 Service as specified in Condition 15(b) of the General Conditions.

12. The Website

(a) The Customer and each User acknowledges that his or her use of the Website is subject to the other legal terms and conditions governing the use of the Website and as posted on the Website from time to time under 'Legal Information' and agrees to be bound by same.

(b) The Customer and each User acknowledges that the use of the Website is subject to the Data Protection and Privacy statements as posted on the Website from time to time under 'Legal Information' and agrees to be bound by same.

13. Security Risks

(a) While we have taken all reasonable security precautions, the nature of communication by the Internet and other electronic means is such that we cannot guarantee the privacy or confidentiality of any information relating to the User passing by such methods. In accessing the Website and in availing of the Services, the User accepts that communications may not be free from interference by third parties and may not remain confidential. The use of the Website is at the User's sole risk.

(b) The User acknowledges that any SMS it sends to or receives from us must pass through systems operated by mobile communication service providers, and by third party technology providers (each an "Aggregator") routing SMS messages between us and those mobile communications services providers. No message content is captured by the Aggregator. However, the Aggregator will retain information in relation to the time and date of the SMS to or from any Device, as well as the mobile phone number associated with the Device. This information may constitute personal data of the User. Any such information will be protected by the Aggregator as confidential information and will only be used by the Aggregator on our instructions. We will only use such information for the purposes of providing the OPEN24 Service and/or in the event of a dispute.

(c) The User accepts that the mobile communications service providers are obliged to store message content for a period of time for legal reasons. This obligation is covered in the terms and conditions of use published by the mobile communications service providers.

14. eStatements

(a) An eStatement is a statement issued in respect of the Account by electronic means and may be in a format different from a paper-based statement and may change in format from time to time.

(b) The terms and conditions in this section (the eStatement Conditions) apply to the issue of electronic statements, i.e. eStatements, on your Account in conjunction with the OPEN24 service and (unless otherwise agreed in writing to the contrary) apply in addition to the General Conditions and are deemed to be incorporated and form part of the Conditions and any relevant agreement between us for the OPEN24 service. In the event of any inconsistency or ambiguity between the General Conditions and the eStatement Conditions, the eStatement Conditions shall prevail. Terms that are used in the eStatement conditions will have the same definitions as those contained in the General Conditions or OPEN24 conditions, if applicable and references in the General Conditions and in the OPEN24 conditions to statements will be deemed to include reference to eStatements where appropriate.

(c) In order to have access to eStatements, you must be a registered user of the OPEN24 service and you must also provide your mobile telephone number. eStatements can be viewed by clicking on the link on the left hand side of the account summary screen and selecting the appropriate product. You will then be presented with all available eStatements for that product. When you choose the relevant product, the statement for that product can be viewed on the screen via a pop-up window. We will retain a record of the first occasion on which you view each statement and in the case of a joint account, the viewing of a statement by one joint account holder will be deemed to be a viewing by all joint account holders.

(d) To access your eStatement, you will need to register for the OPEN24 Service or already be so registered. eStatements will be accessible to you through the OPEN24 Service for a period of 15 months from the date of issue. It is your responsibility to save your eStatement securely should you require a permanent record.

(e) No notification will be made to you that the eStatement is available to view and it is your responsibility to access the OPEN24 Service to check for the issue of further eStatements from time to time depending on the frequency applicable to the product or the frequency you have requested (where more frequent statements are available) and which we have agreed to provide.

(f) When you view your eStatement, the eStatement will be displayed as a .pdf in a pop-up window. It is your responsibility to satisfy yourselves that the computer you use is secure. You must not leave access open to view by third parties and in particular you must not save any eStatement on a computer which is not your own.

(g) Paper statements will not be available to you where you have access to eStatements save in the circumstances set out in h) below or where you are a "vulnerable consumer" and

in such circumstances a paper statement will be issued to you on request. For the purposes of this condition a “vulnerable consumer” is a natural person who;

(i) has the capacity to make his or her own decisions but who, because of individual circumstances, may require assistance to do so (for example, hearing impaired or visually impaired persons);and/or

(ii) has limited capacity to make his or her own decisions and who requires assistance to do so (for example, persons with intellectual disabilities or mental health difficulties).

(h) Where you have access to an eStatement and you also wish to receive a paper statement, a duplicate statement fee will be applied in accordance with the fees and charges applicable to the Account.

(i) We will not accept any responsibility for any unauthorised disclosure of or unauthorised access to any third party of the eStatement or where through carelessness or negligence you cause your eStatement to be accessed by a third party.

(j) We may, at our discretion, at any time and for any reason and without notice suspend your access to eStatements during which time paper statements will be posted to the Account address.

(k) We will have no more liability in respect of loss or damage sustained by you, directly and indirectly, arising out of or in relation to the provision by us, or access by you, of eStatements than would be the case if you received paper statements and for the avoidance of doubt the provisions of the General Conditions and the OPEN24 Conditions relating to the provision of information will apply, with due changes as applicable, to the provision of eStatements.

15. Variations of these Conditions

We may at any time amend, supplement or replace these Conditions as a result of changes in our policies, changes in technologies, to cater for new products, to comply with legal, taxation, or regulatory requirements or other circumstances affecting us or the services we offer. Any such amendment, supplement or replacement shall be effective and binding on the User 2 months after notice of such amendment has been notified to the User by publication in a national daily newspaper, and/or by notice displayed prominently at our branches, and/or by notice in writing and/or through our Website and/or by means of another durable medium, or by any other means required or permitted by law. The User may of course, on receiving such notice, immediately terminate the use of the OPEN24 Service in accordance with Condition11(b) of the OPEN24 Conditions.