

Business24 Terms and Conditions

Effective from 29th April 2020
until further notice.



At permanent tsb our vision is to offer real value, excellent customer service and product options that are second to none. By understanding and responding to your needs, we will help you to get the best return from your finances.

Rest assured that you are now in the hands of a bank committed to the highest standard of excellence and personal service.

Permanent tsb p.l.c. is regulated by the Central Bank of Ireland.

If you have encountered a problem with any product, service or facility provided by permanent tsb, please let us know. We want to put it right as quickly as we can. Simply contact your permanent tsb branch or the area concerned or write to our Customer Resolution Centre at:

Customer Resolution Centre, permanent tsb,
Churchyard Lane, Douglas,
Cork.

All information contained within this booklet is correct at 07/08/2019 but may change.

Business24 Service

Terms and Conditions

1. DEFINITIONS:

In these Conditions, unless the context otherwise requires:

“Account” means an account of a Customer with the Bank, whether in sole or joint names and designated by the Customer as an account which may be accessed by means of the Business24 Service of the Bank.

“Account Mandate” means an authority given by the Customer to the Bank as to the operation of an account and as may be amended from time to time by the Customer.

“AIS” or “Account Information Service” means an account information service which provides aggregate online information to the Customer, which includes balance, payment history and other information available on one or more of the Customer’s online accessible Payment Account(s) with the Bank.

“AISP” or “Account Information Service Provider” means a regulated third party account information service provider appointed by you to which you have given permission to access your online accessible Payment Account to enable it to provide AIS to you.

“Bank” means permanent tsb p.l.c., its successors and assigns.

“BIC” means bank identifier code.

“Business24 Authentication App” means the application made available by the Bank which enables the Bank to authenticate Users for the purposes of allowing access to and use of certain features on the Business24 Service, and which will require the use by the Customer of specified Security Credentials.

“Business24 Number” means the number allocated by

the Bank to a User for use by that User in conjunction with the Security Credentials.

“Business24 Service” means the system provided by the Bank from time to time to enable Customers to access and utilise services provided by the Bank using internet or other technology-based communications.

“Business Day” has the meaning specified in the General Conditions.

“CBPII” or “Card Based Payment Instrument Issuer” means a regulated third party service provider appointed by the Customer to which the Customer has given permission to issue a payment instrument linked to the Customer’s online accessible Payment Account, and which is authorised to request confirmation from the Bank that there are sufficient funds in that Payment Account for payments instructed using that payment instrument. A payment instrument can include a card, another personalised device, or a set of rules which the Customer has agreed with the CBPII.

“Conditions” means the Business24 Service terms and conditions as amended, extended or replaced by the Bank from time to time.

“Customer” means a person (being a sole trader, partnership, trustee, association, unincorporated body or incorporated body), who maintains an account with the Bank, and includes as appropriate the personal representatives, successors, authorised signatories, and the permitted assigns of the Customer and each such person.

“Device” means any device or equipment approved by the Bank to access and use the Business24 Service and / or the Business24 Authentication App including, but not limited to, personal computer, mobile phone, laptop, kiosk, telephone, tablet or any other such device or equipment.

“Fees Booklet” means the current edition of the Bank’s “Terms & Conditions and Personal & Business banking charges” booklet, as amended from time to time.

“General Conditions” means the Bank’s conditions applicable to all Accounts and services and/or the Bank’s conditions applicable to particular Accounts, or channels or services, in each case as amended, extended or replaced from time to time.

“IBAN” means international bank account number.

“Limits” means the maximum daily accumulated amounts set by the Bank for payments that can be made using the Business24 Service as altered by the Bank from time to time at its discretion or such other amounts as may be agreed by the Customer with the Bank from time to time.

“Operating Instructions” means the instructions issued from time to time by the Bank governing the use and operation of the Business24 Service.

“Payment Account” means an Account held by the Customer with the Bank that is used for the execution of payment transactions where the Customer is entitled to place, transfer or withdraw funds without any restrictions.

“PIS” or “Payment Initiation Service” means a payment initiation service which allows a payment order to be initiated at the Customer’s request and on the Customer’s behalf with respect to its online accessible Payment Account.

“PISP” or “Payment Initiation Service Provider” means a regulated third party payment initiation service provider appointed by the Customer to which the Customer has given permission to access its online accessible Payment Accounts to enable the TPP to provide PIS to the Customer.

“Registered Device” means any mobile Device and / or mobile phone number registered by the Customer with the Bank.

“Services” means those services from time to time provided by the Bank which may be accessed and utilised through the Business24 Service (details of the Services available at any time can be obtained on request from the Bank).

“Security Credentials” means any security code, including without limitation any Business24 Number and / or other codes issued, or generated using any mechanism or technology approved, by the Bank to a User, or created by a User in accordance with the 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 a short messaging system or equivalent facility enabling Users of Devices to send and receive text messages using those Devices.

“TPP” means a third party provider of payment services including but not limited to AISPs, CBPIIs and PISPs.

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

“User” means such persons as may be authorised in the Account Mandate to access Business24, including the Customer where the Customer is listed in the Account Mandate for access to Business24, and to each of whom a Business24 Number is issued.

“Website” “Website” means our websites at www.business24.ie and / or www.permanenttsb.ie, as relevant.

1.2 In these Conditions the singular shall include the plural and vice versa and reference to any gender shall include all genders. Any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state, or agency of any government or state, or association, or partnership (whether or not having separate legal personality) of any two or more of the foregoing.

1.3 These Conditions apply to the use of the Business24 Service and (unless otherwise agreed in writing) apply in addition to the General Conditions and are deemed to be incorporated into and to form part of the General Conditions and any relevant agreement with the Bank relating to the Business24 Service. In the event of any inconsistency between these Conditions and the General Conditions, these Conditions shall prevail.

1.4 Without prejudice to paragraph 1.3 above, where a Customer or User is authorised to use the Business24 Service:

- » References in the General Conditions to “Security Credentials” shall be deemed to include the Business24 Number as defined in these Conditions;
- » Condition 16 of the General Conditions shall apply to instructions issued through the Business24 Service,

and references in Condition 16 to Open24 Service shall be read as references to the Business24 Service.

2. USE OF SERVICE AND APPLICATION OF THESE CONDITIONS

2.1 The Business24 Service may be accessed and utilised by a User where:

- » The Customer has completed and submitted to the Bank an Account Mandate and / or requested registration and complied with the registration process of the Bank;
- » The User has received from the Bank the User's Business24 Number, which indicates the Bank's acceptance of the Customer's Account Mandate and / or request for registration);
- » One Business Day has elapsed from the issue of the User's Business24 Number;
- » The User has received from the Bank or created Security Credentials in accordance with the Operating Instructions;
- » The User has satisfied any applicable authorisation and / or security requirements;
- » The User has satisfied the Bank with respect to identification under the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2018 (as amended) in respect of anti-money laundering;
- » The User has accepted these Conditions by accepting them on the first logon by the User; and
- » The User has registered a Registered Device with the Bank (which is required if a User wishes to use certain functionality through the Business24 Service or Business24 Authentication App). Please see the Website for further information.

The Bank may in its absolute discretion, without assigning any reason, refuse to accept an Account Mandate and / or request for registration.

2.2 These Conditions govern the use of the Business24 Service and the Customer and each User shall be bound by them.

2.3 The Customer undertakes to comply strictly with these Conditions and the Operating Instructions (which are designed to minimise the risk of unauthorised use of the Business24 Service).

2.4 The Business24 Service may be accessed and utilised by such means as the Bank may from time to time designate.

Currently, the Business24 Service may be accessed and utilised by the internet, via a Registered Device and by telephone using the telephone number on the Website. The Business24 Service may only be accessed and utilised in accordance with the Operating Instructions and these Conditions.

3. CUSTOMER'S OBLIGATION IN RESPECT OF USERS AND TPPS

3.1 Where the Customer has authorised one or more persons as a User, the Customer shall ensure that the User is fully conversant with and understands these Conditions and that the User complies fully with the Operating Instructions.

3.2 A TPP may use the Business24 Service on behalf of the Customer where it has been authorised by the Customer to do so and, in the period up to 14 September 2019, has been authorised to use a User's Business24 number and Security Credentials. Prior to authorising a TPP to access the Business24 Service, the Customer must:

- » review Condition 23 of the General Conditions which applies in respect of a TPP, provided however that:
 - (i) references to the Open24 Service shall be read as references to the Business24 Service;
 - (ii) references to you shall be read as references to, as appropriate, the Customer or the User;
 - (iii) references to your Security Credentials shall be read as references to the User's Security Credentials; and

(iv) one or more Users will have to have a Registered Device if the Customer wishes the Bank to engage with a TPP, whether prior to or from 14 September 2019. Please see the Website for further information.

- » ensure that the TPP is fully conversant with and understands these Conditions and that the TPP complies fully with the Operating Instructions.

3.3 The Customer shall be responsible for putting in place such reasonable security controls as may be deemed appropriate to prevent unauthorised or improper use of the Security Credentials and the Business24 Service generally, including controls on the use of the Website and appropriate account reconciliation procedures to monitor Users and TPPs using the Business24 Service.

3.4 Subject only to Condition 22 of the General Conditions, the Customer shall indemnify the Bank in full on demand against any loss, damage or other liability whatsoever and howsoever arising that the Bank may incur or suffer by reason of the Bank acting in accordance with any instruction or communication believed by the Bank in good faith to have been given or made in accordance with the Account Mandate, or such amended Account Mandates as may be given to the Bank at any time.

3.5 All debits applied by the Bank to the Account arising from instructions given to it by a User (or TPP, whether using its own security credentials or a User's Security Credentials), shall constitute a liability of the Customer to the Bank and when the Customer comprises more than one person, the liability of the Customer shall be joint and several.

3.6 Instructions transmitted via the Business24 Service will be deemed by the Bank to have originated from a User (or a TPP, as relevant) if a User's Security Credentials (or a TPPs security credentials, as relevant) have been used, without the Bank taking any further steps to authenticate such instructions.

3.7 The Customer will hold the Bank harmless against any loss or damage suffered by the Bank as a result of non-compliance of the Customer and / or a User and / or a TPP with these Conditions and / or the unauthorised use of the Security Credentials.

4. SECURITY CONDITIONS

4.1 The User shall keep the Security Credentials safe and shall not divulge any of them to any other person, or note the Security Credentials on anything carried or associated with the Business24 Number or in any form that would be intelligible or otherwise accessible to a third party or do or omit to do anything else that might enable irregular or unauthorised access to or utilisation of the Business24 Service.

4.2 In the period up to 14 September 2019:

- » the User may disclose its Security Credentials to any TPPs which the Customer has authorised to access and / or operate its online accessible Account(s); and
- » the Customer must ensure that any TPP it authorises is a regulated TPP,

provided that the Customer shall ensure that the TPP shall keep the Security Credentials safe and not divulge them to any third party. A User may not otherwise share its Security Credentials with any person.

4.3 After 14 September 2019, there will be no need for a User to share the Security Credentials with any TPPs, and the User should not do so. However, use by a TPP of the Security Credentials is deemed to be use by the User.

4.4 The User shall immediately notify the permanent tsb branch where the Accounts are held if:

- » the User knows or thinks it possible that the Business24 Number or any Security Credential has become known to any other person;
- » the User's Registered Device has been lost, mislaid or stolen or is no longer used or controlled by the User; or
- » unauthorised or irregular transactions are recorded on an Account.

Such notification shall be given by:

- » fax, or in writing to a Bank branch; or

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- » please see our Website for further contact information.

Upon receipt of such notice, the Bank shall as soon as practicable disable such User's Security Credentials without prejudice to any action taken by the Bank on the basis of instructions processed by such User or using such User's Security Credentials prior to disabling.

4.5 If the User has made a notification to the Bank in accordance with paragraph 4.4 then none of the Security Credentials may be used to access or utilise the Business24 Service and if the User wishes to continue to avail of the Business24 Service the User must apply to the Bank for the issue of a new Business24 Number and create a new Security Credential in accordance with the Operating Instructions.

4.6 If a Business24 Number which has been reported lost or stolen is found or recovered, the Business24 Number may not be used to access or utilise the Business24 Service.

5. AUTHORITY TO BANK

5.1 The Customer authorises and instructs the Bank to act on all instructions and requests that are received through the Business24 Service, in accordance with the Account Mandate, provided the instructions and requests are made by use of relevant Security Credentials (or a TPP's security credentials, as relevant). Although the Bank may from time to time require other additional means of personal identification, it shall not be obliged to do so and it may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.

5.2 The Bank shall use reasonable efforts to act on a request received via the Business24 Service for cancellation or amendment in accordance with Condition 12 of the General Conditions.

5.3 The Bank may decline to act on any instruction or request until it has been confirmed in writing and signed by the User or Users (as necessary) or a TPP. The Bank may require certain instructions to be performed by means of the Business24 Service only.

5.4 Without prejudice to the Bank's authority to act

on instructions and requests received through the Business24 Service without taking any further steps to ensure that the instructions or requests are genuine, a customer service adviser may decline to act on any instruction or request for information received through the Business24 Service when providing assistance to a User or TPP to access and / or use the Business24 Service if the customer service adviser believes in good faith that the Business24 Service is being accessed and / or used in an irregular or unauthorised manner and the Bank shall not be liable in such circumstances.

5.5 Notwithstanding the death or other contractual incapacity of the Customer, all payments made by the Bank using the Bank's Business24 Services at debit of the Account shall be valid and binding on the Customer, its representatives and / or his / her estate if made prior to the receipt of the Bank of written notice of such death or incapacity.

6. OBLIGATIONS OF CUSTOMER GENERALLY

6.1 The User or TPP shall provide and maintain at the User's or TPP's own expense any Device needed to access the Business24 Service and shall ensure that such equipment satisfies all technical and other requirements specified by the Bank in the Operating Instructions.

6.2 The Customer is responsible for ensuring that Users and TPPs disconnect and clear any information from any Device used to access the Business24 Service before such Devices are left unattended by Users or TPPs. The User shall delete from the memory of any Device any other Security Credential that is received by the User. The User should memorise any such other Security Credential before deleting it from the Device. In the case of a number being forgotten, a new Security Credential can be requested or created through the Business24 Service via the Website or the Business24 Authentication App. The Bank shall not be liable for any loss or damage arising out of or in connection with the failure of the User to delete the Security Credential from the Device upon receipt of same.

The Customer shall ensure that all instructions given by a User or a TPP, to the Bank through the Business24 Service are accurate and complete. This may include providing all necessary Unique Identifiers to enable the payee's bank and the payee's bank account to be identified. Where applicable, prior to confirming any instruction

(whether issued by that User or another User or a TPP), each User or TPP, shall ensure that the instruction is complete, accurate and correct. The User or TPP is responsible for the accuracy of each instruction which it gives or confirms, and subject only to Condition 22 of the General Conditions, the Bank is not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which a User or a TPP, gives to the Bank. Subject only to Condition 22 of the General Conditions, where the Bank is given incomplete instructions (for example, where the receiving bank's Unique Identifier and its name and address details do not match), the Bank shall not be liable for acting or not acting in accordance with any part of those instructions.

6.3 The Customer will pay all applicable transactional fees and charges payable for services provided through the Business**24** Service in accordance with the Bank's standard fees and charges from time to time applicable. All costs incurred by the Customer in accessing and utilising the Business**24** Service including the cost of telephone calls and internet access shall be at the Customer's expense.

6.4 The Customer shall immediately notify the Bank of any change of address.

7. NORMAL CONDITIONS CONTINUE TO APPLY

The Business**24** Service is a method of accessing and utilising internet services provided by the Bank. Accordingly, save to the extent that these Conditions provide otherwise, all Account Mandates relating to the Accounts and all General Conditions applicable to the Accounts remain in full force and effect and the Customer will ensure that Users and TPPs comply with such Account Mandates and General Conditions. In particular:

- » The User or a TPP, may not use the Business**24** Service to withdraw funds from an Account without giving the period of notice required by the terms applicable to the Account. Accordingly, any instruction for a withdrawal from an Account received through the Business**24** Service will require the User or TPP to give the notice of withdrawal required for the Account in order to enable the Bank to complete the instructions. Failure to do so may result in a delay in the execution of the instruction

or, at the Bank's discretion, a charge payable by the Customer to the Bank.

- » The User or a TPP may not use the Business24 Service to create any indebtedness to the Bank or cause any overdraft or other limit to be exceeded unless the Bank has previously agreed that indebtedness or limit. Accordingly, any withdrawal from an Account received through the Business24 Service will require the Customer to have sufficient, cleared funds in the Account or a sufficient overdraft or other limit available on the Account in order to enable the Bank to complete the instruction.
- » Where in accordance with an Account Mandate a transaction (or type of transaction) on an Account requires more than one signature to effect such transaction, the requisite number of Users (or TPPs) as per the Account Mandate will be required to effect the transaction (or type of transaction) using the Business24 Service.

8. PROCESSING OF TRANSACTIONS

It is the Bank's intention that instructions and requests received through the Business24 Service will be processed as quickly as practicable, subject to Condition 12 (p) of the General Conditions and paragraph 9 below.

Subject to the Banks' obligations under the General Conditions, a failure to meet these timescales will not however result in the Bank incurring any liability to the Customer.

9. AVAILABILITY OF SERVICES

9.1 Although it is the Bank's intention that internet Service will be available to Users 24 hours a day 365 days a year, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within the control of the Bank or not) some or all of the Services normally available through the Business24 Service will not be available. Accordingly, the Bank may from time to time, without incurring any liability to the Customer, temporarily suspend any or all of the Services for such periods as the Bank shall determine.

9.2 The Bank shall, on giving not less than two months'

notice to Customers, be entitled to terminate permanently the Business24 Service.

9.3 The Bank 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 Business24 Service. Details of the Services available from time to time will be given in the Operating Instructions. The Bank may amend, supplement or replace the Operating Instructions from time to time.

10. FEES AND CHARGES

The Bank shall be entitled to charge transaction fees and charges to Customers utilising the Business24 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 Customers for utilising the Business24 Service are available in the Fees Booklet at any branch of the Bank, via the Business24 Service or the Website. The Bank may debit a Customer's Account with any fees and charges payable by that Customer for utilising the Business24 Service.

11. ACCOUNT BALANCE INFORMATION

11.1 While the Bank currently operates a real-time online 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 Customer acknowledges that account balance information given through the Business24 Service is as up-to-date as the Bank's systems permit at the time of the Customer'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 the Bank will debit the Account with the amount of the cheque. The Bank will not be liable for any loss suffered by reason of any Account balance information not being accurate or up-to-date.

11.2 Any loan account balance provided through the Business24 Service may not represent the total amount required to settle that loan account.

12. JOINT ACCOUNTS

12.1 Where an account is held with the Bank by two or more persons (a “Joint Account”) it may be accessed through the Business**24** Service. If the mandate for the Joint Account allows the Bank to act on instructions given by two or more of the Joint Account holders, then it may be accessed, but no transaction can be initiated, through the Business**24** Service.

13. TERMINATION

13.1 The Business**24** Service may be terminated by the Customer giving written notice to the Bank.

13.2 The Bank may on notice to the Customer terminate the Business**24** Service forthwith:

- (a) on giving two months’ written notice to the Customer;
- (b) upon breach, non-performance or non-observance by the Customer or any User (or a TPP using the Security Credentials of either, as relevant) of any of these Conditions or the Operating Instructions;
- (c) where there are serious grounds for doing so in the interests of maintaining security and the integrity of the system;
- (d) upon the Bank receiving written notice of the death, bankruptcy, liquidation, receivership, examinership or other contractual incapacity of the Customer

13.3 The Customer may terminate a User’s or a TPP’s authorisation to use of the Business**24** Service on the Customer’s behalf at any time and shall procure that the User or TPP ceases use of the Business**24** Service where the Customer withdraws such authorisation.

13.4 The Customer shall forthwith notify the Bank of the cancellation of a User’s authorisation to access the Business**24** Services, such notification shall be given by:

- » fax to a Bank branch; or
- » in writing either by personal delivery or post to a Bank branch.

Upon receipt of such notice, the Bank shall as soon as practicable disable such User’s Security Credentials without prejudice to any action taken by the Bank on the basis of instructions processed by such User (or a TPP

using such User's Security Credentials) prior to disabling. Disabling of a User's Security Credentials will automatically disable access to the Business²⁴ Service by any TPP using that User's Security Credentials.

13.5 Where the Customer revokes a TPP's appointment, Conditions 23 (d) and 23 (e) of the General Conditions shall apply. If a User has shared its Security Credentials with a TPP prior to 14 September 2019, the Customer should note that the TPP may still have access to the Customer's online accessible Accounts (including online accessible Joint Account(s)) unless the User, whose Security Credentials are used by the TPP, changes its Business²⁴ Number and Security Credentials through Business²⁴ or by contacting the Bank by phone. The Bank will continue to act on the instructions of any TPP unless the Customer has demonstrated to the Bank that the Customer has instructed the TPP to cease using the Account. Further details are available on the Website.

13.6 Notwithstanding the death, bankruptcy, liquidation, receivership, examinership or other contractual incapacity of the Customer, all payments made by the Bank using the Bank's Business²⁴ Services at debit of the Account shall be valid and binding on the Customer's representatives, successors or assigns if made prior to the receipt of the Bank of written notice of any such events.

14. THE WEBSITE AND BUSINESS²⁴ AUTHENTICATION APP

14.1 The Customer and each User and TPP acknowledges that his or her use of the Website and / or the Business²⁴ Authentication App is subject to the other legal terms and conditions governing the use of the Website and / or the Business²⁴ Authentication App as posted on the Website and / or accepted on the Business²⁴ Authentication App from time to time under "Legal Information", and agrees to be bound by same.

14.2 The Customer and each User and TPP acknowledges that the use of the Website and / or the Business²⁴ Authentication App (as applicable) 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.

14.3 The Customer acknowledges that the Bank is not giving or offering to give investment advice via the Website, the Business²⁴ Service and / or the Business²⁴

Authentication App. Any content or information received on or via the Website, the Business24 Service and / or the Business24 Authentication App should not be relied on for important personal, financial or business decisions, and the Customer should consult an appropriate professional for advice which is specifically tailored to the Customer's particular circumstances. Nothing in the Website, the Business24 Service and / or the Business24 Authentication App constitutes or shall be deemed to constitute advice or an invitation to invest or otherwise deal in shares or other securities. Content and information received via the Website, the Business24 Service and / or the Business24 Authentication App is supplied by sources believed to be reliable. However, calculations made using such data, and opinions expressed in relation to such data, are not guaranteed by these sources, the Bank or any other person or entity and may not be complete.

15. LIMITATION OF LIABILITY

The Bank's liability in respect of transactions effected through the Business24 Service shall be governed by Condition 22 of the General Conditions.

16. SECURITY RISKS

16.1 While the Bank has taken all reasonable security precautions, the nature of communication by the internet and other electronic means is such that the Bank cannot guarantee the privacy or confidentiality of any information relating to the Customer passing by such methods. In accessing the Website and in availing of the Services, the Customer 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 Customer's sole risk.

16.2 Each User and TPP acknowledges that any SMS it sends or receives from the Bank must pass through systems operated by mobile communication service providers, and by third party technology providers (each an "Aggregator") routing SMS messages between the Bank and those mobile communication service providers. No message content is captured by the Aggregators. However the Aggregators 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 or TPP. Any such information will be protected by the Aggregator as confidential information and will only be used by the Aggregator on the Bank's instructions. The Bank will only use such information for the purposes of providing the Business²⁴ Service and/or in the event of a dispute. Our Data Protection Notice can be viewed online at <http://www.permanenttsb.ie/dataprotection>. The User, i.e. the customer acknowledges that their mobile phone number may be used by the Bank in order to send once off passcodes to their Device via SMS for authentication purposes. SMS carriers are not liable for delayed or undelivered messages. Message or data rates may apply to such communications depending on your mobile provider.

16.3 Each User and TPP accepts that the mobile communication 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 communication service providers.

17. NOTICES

Any notice required to be given by the Customer to the Bank in connection with these Conditions (other than notice under paragraph 13.4 in connection with cancellation of a User's authorisation) shall be given in writing and sent through the post to the Bank branch where the Account is held. Any notice required to be given by the Bank to the Customer shall be given in accordance with Condition 29 of the General Conditions.

18. VARIATIONS OF THESE CONDITIONS

We may notify you of any changes to these Conditions by giving you at least two months' notice, unless we are permitted by law to give you a shorter period of notice, and by communicating the change to you in a durable medium or such other manner as may be permitted by applicable law or regulation. The Customer may of course, on receiving such notice, immediately terminate the use of the Business²⁴ Service in accordance with paragraph 13 of these Conditions.

19. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the laws of Ireland and the Customer submits to the jurisdiction of the courts of Ireland.

56-59 St. Stephen's Green
Dublin 2

Phone 1890 500 177
Monday to Friday 8am to 10pm
(excluding bank holidays) and
Saturday & Sunday 10am to 5pm

www.permanenttsb.ie

permanent tsb p.l.c. is regulated by
the Central Bank of Ireland.

