



Terms and Conditions

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Merchant
Services

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AIB MERCHANT SERVICES

STANDARD TERMS AND CONDITIONS Preface

- A. First Merchant Processing (UK) Limited ("AIB Merchant Services UK") is a private limited company registered in England and Wales under company number 13748155 and whose registered office address is at C/O AIB Merchant Services, Janus House, Endeavour Drive, Basildon, Essex, United Kingdom, SS14 3WF. AIB Merchant Services UK is authorised by the Financial Conduct Authority under the Payment Service Regulations 2017 (reference number 978310) for the provision of payment services.
- B. Allied Irish Bank p.l.c. ("Bank") has its head office at 10 Molesworth Street, Dublin 2. The Bank's website is www.aib.ie. The Bank is a public limited company registered at the Companies Registration Office under CRO number 24173. The Bank is regulated by the Central Bank of Ireland as a credit institution under reference number C21174.
- C. The Bank is the member of the Schemes and is a party to this contractual relationship between you and AIB Merchant Services UK so that Merchant Services are provided to you in compliance with the Scheme Rules, which mandate that you have a direct contractual relationship with the Bank.
- D. The Bank has sponsored AIB Merchant Services UK with the Schemes to enable AIB Merchant Services UK to provide the Merchant Services to you to the maximum extent permitted by law and by the Scheme Rules. Accordingly, references in these Terms and Conditions to "us" "we" "our" or "AIB Merchant Services UK" shall be a reference to AIB Merchant Services UK, except where the Scheme Rules and/or the laws applicable to the provision of the Merchant Services pursuant to the Agreement requires such reference to be to the Bank, in which case it shall be interpreted accordingly.
- E. These Terms and Conditions have been drafted on the basis that the agreement (the "Agreement") between the Bank, AIB Merchant Services UK and you relating to Merchant Services, comprises each of the following documents:
 - (a) these Terms and Conditions (including this Preface, the Privacy Notice that follows on page 6, the Parts and/or the Sections of these Terms and Conditions outlined in Section 1(b)(iii));
 - (b) the Merchant Procedure Guide (where relevant);
 - (c) the Fees & Charges Schedule (where relevant);
 - (d) the Merchant Application, together with any Supplemental Merchant Application(s) (where relevant);
 - (e) the Direct Debit Form (where relevant);
 - (f) the Multicurrency Page (where relevant); and
 - (g) any Temporary Supply Agreement (where relevant), together with such other documents as the parties may from time to time agree shall constitute part of the agreement between us and you, which sets out the terms upon which you will receive the Merchant Services which will be provided to you by AIB Merchant Services UK.
- F. You are required to review carefully all of the documents comprising the Agreement as detailed in paragraph E above as it governs your obligations to us and our obligations to you in relation to the provision of Merchant Services by us to you.
- G. If you have been provided with a Merchant Application, your completion, signing and delivery of such application to us or our authorised representatives will represent:
 - (a) your agreement that the Merchant Services are to be provided pursuant to, and in accordance with the Agreement; and
 - (b) your acknowledgment and confirmation that:
 - (i) the details provided by you in the Merchant Application completed by you and delivered to us (or to our authorised representatives) are correct; and
 - (ii) if you have entered, or are entering into an agreement with a Payment Service Provider, you understand that the terms of the Agreement are separate to such PSP Agreement and that the provision of Merchant Services to you are governed by the Agreement only.
- H. If you have not completed and signed a Merchant Application, you will be deemed to have accepted the Agreement when you begin utilising the Merchant Services.
- I. We shall be deemed to have accepted the Agreement from the date on which we begin to provide the Merchant Services to you.

- J. Capitalised terms used in these Terms and Conditions have the meaning given in Part 9 (*Terms Used*) unless otherwise defined herein.
- K. The Agreement, and all notices and communications between the parties in relation to the Agreement, shall be in the English language.

AIBMS UK MERCHANT PRIVACY NOTICE

This Notice applies to Personal Data of staff, employees, principals and contractors of Merchants ("you" or "your"). This Notice describes how AIB Merchant Services (the trading name of First Merchant Processing (UK) Limited) ("we", "us", or "our") may use information provided to us about you either by the Merchant ("your company" or "your employer") or by you directly, for example if you are a sole trader and not an employee. Personal Data means any information that relates to an identified or identifiable individual. This Notice also describes your data protection rights, including a right to object to some of the processing which we carry out. More information about your rights, and how to exercise them, is set out in Section G of this Privacy Notice below. We reserve the right to modify this Privacy Notice at any time in the manner provided in our agreement with you or your company, and subject to such notice periods as we may operate from time to time.

AIB Merchant Services will be the Controller of Personal Data in relation to the Merchant Services.

To contact us in relation to our use of your Personal Data or to exercise your rights, you can write to us at C/O AIB Merchant Services, Janus House, Endeavour Drive, Basildon, Essex, United Kingdom, SS14 3WF, or by email on DPO@aibms.com.

A. What information we collect

We collect Personal Data both directly from you and from your employer. The information we ask you or your employer to provide or that we collect under our agreement with you or your company includes:

- Your name, contact details, including home address and telephone number, and trading address;
- Identity verification, including passport or driving license;
- Bank account information;
- If you (rather than your employer) are the Merchant, information about the card transactions you process, such as the number of transactions, transaction reference number, merchant location where a transaction occurred, date and time of transaction, transaction amount and currency, card issuer, card and payment type and information about the goods or services purchased in a transaction and your;
- Merchant ID and category code; and
- Any information you or your employer provide to us in the course of correspondence or telephone calls

We collect your name, address and other contact information from Allied Irish Banks p.l.c.;

We and our service providers may collect information about you that is publicly available, including by searching publicly accessible government lists of restricted or sanctioned persons (such as the Specially Designated Nationals And Blocked Persons List), public records databases (such as company registries and regulatory filings), and by searching media and the internet.

We may link information about you between accounts, including your arrangements and any account(s) you may guarantee, and between accounts and the other products and services you may have with the AIB Merchant Services, its holding company, and its subsidiaries, and its holding company's subsidiaries, and their associated companies from time to time. Depending on the products and services the Merchant receives from us, we may also link information about you with information about other companies.

B. How and why we use your Personal Data

Providing our products and services, which includes:

- Administering the products and services we supply to you (or your company) under any agreement and any future agreements we may have, or may wish to have, with you (or your company);
- Managing our relationship with you or your company;
- Carrying out our obligations, and exercising our rights, under our agreement with you or your company;
- Communicating with you regarding the products and services we provide, including by sending you or your company service-related emails or messages;

- Personalising the manner in which we provide our products and services;
- Preventing and checking for fraud or money laundering and for risk management purposes;
- Administering and protecting our business; and
- Providing support and maintenance for our products and services, including responding to service- related requests, questions, and feedback from you or your company.

Verifying your identity, credit checking, credit scoring and debt detection

When considering a request, proposal, application or administering our agreement with you or your company, managing your account(s) or making decisions regarding credit, including whether to make credit available or to continue or to extend existing credit to Merchants, we carry out, (i) searches for the purpose of verifying your identity, and/or (ii) credit searches in relation to you or your company with one or more licensed credit reference agencies, and/or (iii) credit scoring. We use automated decision making systems to help us to make fair and reasonable decisions as to whether to contract with the Merchant, particularly considering your and the Merchant's financial security and status. You can ask us to reconsider any decision we take and to express your point of view about the decision. However, should the results of any credit scoring, security check or similar processing be too low, we are unlikely to conclude a contract with the Merchant. We also use Personal Data we hold for debt tracing and the prevention of money laundering as well as the management of the Merchant's arrangements.

Developing scoring criteria

We also use some of your Personal Data to develop standard scoring criteria to assist us in assessing future Merchant Applications and in reviewing your company's facility.

For research, development and analytics

We use the information we collect for our own research and development purposes, which include:

- Developing or improving our products and services; and
- Developing and creating analytics and related reporting, such as regarding industry and fraud trends.

Complying with law

We use your Personal Data as we believe necessary or appropriate to comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities.

Compliance, fraud prevention and safety

We use your Personal Data as we believe necessary or appropriate to (a) enforce the terms and conditions that govern our products and services; (b) protect our rights, privacy, safety or property, and/or that of you or others; and (c) protect, investigate and deter against fraudulent, harmful, unauthorised, unethical or illegal activity.

To create anonymous data

We may create anonymous data from your Personal Data. We make Personal Data into anonymous data by excluding information that makes the data personally identifiable to you, and use that anonymous data for our lawful business purposes.

Processing purpose <i>Details regarding each processing purpose listed below are provided in the paragraph above this table</i>	Legal basis
Providing our products and services	Processing is necessary to perform the contract governing our provision of the products or services or to take steps that you request prior to signing up for the Services.

<ul style="list-style-type: none"> Verifying your identity, credit checking, credit scoring and debt detection Developing scoring criteria Research, development and analytics Compliance, fraud prevention and safety Risk management 	<p>These processing activities constitute our legitimate interests. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your Personal Data for our legitimate interests. We do not use your Personal Data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).</p>
<p>Compliance, debt detection, prevention of money laundering fraud prevention, and safety (where we have a legal obligation) and otherwise complying with law</p>	<p>Processing is necessary to comply with our legal obligations</p>

To ensure we carry out your instructions accurately, to help improve our services and in the interests of security, we monitor and/or record your telephone calls with us.

C. How we share your Personal Data

We employ third party companies and individuals to administer and provide services on our behalf (such as companies that provide software and call centre services).

To prevent or detect fraud, we may pass information to financial and other organisations involved in fraud prevention. If you give us false or inaccurate information and we suspect fraud, we will record this and will pass such information to such other financial and other organisations.

We give details of your company's arrangements and how you conduct them to collection agencies, other financial institutions, our legal advisers, law enforcement and to applicable regulatory entities, where appropriate. In particular, we may give those entities details of non-payment where:

- (i) any monies are not paid in accordance with the terms of our agreement with you or your company;
- (ii) the Merchant has not made proposals satisfactory to AIB Merchant Services or to our agents or affiliates for repayment of the Merchant's debt, following formal demand;
- (iii) the Merchant has been given at least twenty eight (28) calendar days' notice of our intention to disclose; and/or
- (iv) fraud has been suspected relating to your facility.

We will report to the Visa VMAS and MasterCard MATCH listings the Merchant's business name and principals, as required under their rules.

In addition, subject to any banking regulations and the law, we or our agents may disclose all information you or your employer provide to us or our agents to:

- (i) other companies in the AIB Merchant Services group (AIB Merchant Services' holding company, its subsidiaries, and its holding company's subsidiaries, and their associated companies from time to time) or the Allied Irish Banks p.l.c group and to our agents or affiliates, so that they may record, analyse, assess, use and retain same for the same purposes described above in relation to their own businesses, products and services;
- (ii) the Schemes (Visa, MasterCard, Maestro, and such other schemes notified to you by AIB Merchant Services from time to time) where the rules and operating instructions issued by particular Schemes from time to time require us to do so or to any regulatory body as required under any applicable law or regulations;
- (iii) any party, including its advisers, to whom we transfer or assign, or propose to transfer or assign our business or our rights and obligations under our agreement with you or your company;
- (iv) any party who participates or wishes to participate, wholly or in part, in the financing of any of our products and services;
- (v) any insurance company for the purposes of insuring risk and/or your guarantor (if applicable); and
- (vi) any party who introduces you to us or us to you, each of whom may also use your information in the way described in our agreement with you or your company.

D. Where we will store your Personal Data

We transfer your Personal Data within our group of companies, including outside of the United Kingdom, European Economic Area ("the EEA") and Switzerland (collectively Europe). Whenever we transfer your Personal Data out of Europe within our group to countries not deemed by the government of the United Kingdom to provide an adequate level of protection for Personal Data, the transfer will be based on our Binding Corporate Rules, a copy of which can be found at: <https://merchants.fiserv.com/en-europe/privacy/binding-corporate-rules/>.

When we transfer Personal Data outside Europe to third parties in countries not deemed by the government of the United Kingdom to provide an adequate level of protection for Personal Data, the transfer will be made pursuant to:

- o A contract approved by the government of the United Kingdom or the European Commission (known as Standard Contractual Clauses);
- o The recipient's Binding Corporate Rules;
- o The consent of the individual to whom the Personal Data relates; or
- o Other mechanisms or legal grounds as may be permitted under applicable law of the United Kingdom.

Please contact us if you would like to receive further information on the specific mechanism used by us when transferring your Personal Data out of Europe.

E. How long we will keep your Personal Data

We retain Personal Data for as long as necessary to (a) provide the service under our agreement with you or your company; (b) comply with legal obligations; (c) resolve disputes; and (d) enforce the terms of our agreement with you or your company.

F. Other relevant notices

N/A

G. Your rights in relation to your Personal Data

Under certain circumstances, you have rights under data protection laws in relation to your Personal Data. You may ask us to take the following actions regarding Personal Data that we hold:

- o *Access.* You are entitled to ask us if we are processing your Personal Data and, if so, for a copy of the Personal Data we hold about you, as well as obtain certain other information about our processing activities.
- o *Correction.* If any Personal Data we hold about you is incomplete or inaccurate, you can require us to correct it, though we may need to verify the accuracy of the new data you provide to us.
- o *Erasure.* This enables you to ask us to delete or remove Personal Data where there is no good reason or us continuing to process it. You also have the right to ask us to delete or remove your Personal Data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your Personal Data to comply with local law.
- o *Object.* Where our reason for processing your Personal Data is legitimate interest you may object to processing as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your Personal Data for direct marketing purposes or for profiling for direct marketing.
- o *Restriction.* You may ask us to suspend our use of your Personal Data in the following scenarios:
 - If you want us to establish the data's accuracy;
 - where our use of your Personal Data is unlawful but you do not want us to erase it;
 - where you need us to hold your data for a longer period than we usually would, because you need it to establish, exercise or defend legal claims; or
 - you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- o *Transfer.* Where it is possible, we will provide to you, or a third party you have chosen, your Personal Data in a structured, commonly used, machine-readable format. Note that this right only applies to Personal Data provided by you which you initially provided consent for us to use or where we used the information to perform a contract with you.
- o *Withdraw consent.* Where our reason for processing is based on your consent, you may withdraw that consent at any time. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

You can submit requests to exercise these rights, and to ask us to reconsider automated decisions, by contacting AIB Merchant Services at our registered office: at C/O AIB Merchant Services, Janus House, Endeavour Drive, Basildon, Essex, United Kingdom, SS14 3WF, or by email on DPO@aibms.com. We may need to request specific information from you to help us confirm your identity and ensure you are entitled to exercise a right in respect of your Personal Data, for example, a merchant identification

number or account number. This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

There may be legal or other reasons why we cannot, or are not obliged to, fulfil a request to exercise your rights. We will use available lawful exemptions to your individual rights to the extent appropriate. If we decline your request, we will tell you why, subject to legal restrictions.

You will not have to pay a fee to exercise any of your rights relating to your Personal Data. However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We will respond to all legitimate requests promptly and, in any event, within any timeframes prescribed by applicable law. In general, we must respond to queries within one month from the receipt of the request, so it is important that requests are identified and sent to us as soon as possible. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated. Any transmission of your Personal Data will be handled in a secure manner.

Right to complain to a Supervisory Authority. You also have the right to make a complaint at any time to a supervisory authority that is located where you live, work or where you believe the breach has occurred. In the UK, this is the Information Commissioner's Office (for more information go to <https://ico.org.uk/make-a-complaint/>).

Part 1: General Terms and Conditions

1. Definitions and Interpretation

(a) The following references in these Terms and Conditions shall be construed as follows:

- (i) references to AIB Merchant Services UK is a reference to a trading name of, and refers to First Merchant Processing (UK) Limited, and references to "**AIB Merchant Services UK Group**" means First Merchant Processing (UK) Limited, its holding company, and its subsidiaries, and its holding company's subsidiaries, and their associated companies from time to time; and
- (ii) references to the Bank means Allied Irish Banks p.l.c., and references to the "**Bank Group**" means Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time.

(b) In interpreting these Terms and Conditions (unless the context otherwise requires):

- (i) capitalised words have the meaning given to them in Part 10 (*Terms Used*) except where expressly defined somewhere else in these Terms and Conditions. If there are any inconsistencies between these Terms and Conditions, the Merchant Procedure Guide (where relevant), the Merchant Application (where relevant) and/or your contract with your Payment Service Provider(s) (if any), as between you and us, these Terms and Conditions shall govern the provision of Merchant Services to you;
- (ii) unless otherwise defined herein, terms and expressions defined in any of the other documents constituting the Agreement shall, where the context permits, bear the same meaning as in these Terms and Conditions provided that no amendment to any such documents shall affect our rights, duties or obligations hereunder without our prior written consent; and
- (iii) headings are for convenience of reference and will not affect the meaning or construction of the Agreement (which, shall be construed as including the Preface); references to Sections and Parts are a reference to any of the following Sections and Parts of these Terms and Conditions:

Preface

Privacy Notice: How we may use your information

Part 1: General Terms and Conditions

Part 2: Chip and Pin

Part 3: Wireless Networks and Terminals

Part 4: Mail/Telephone Transactions

Part 5: Electronic Commerce Transactions

Part 6: Dynamic Currency Conversion

Part 7: Multicurrency Merchants

Part 8: Gateway Services

Part 9: Terms Used

2. Acceptance of Cards

(a) *Card Acceptance.* You shall be entitled to determine which types of Cards you may accept, provided that if you choose to accept a particular type of Regulated Card then you must accept all other Regulated Cards of that type. By way of example, if you choose to accept a consumer Visa Debit Card then you must also accept all other consumer Visa Debit Cards (regardless of which Issuer issued such Cards),

(b) *Surcharges.* You shall not request any additional fees or charges from a Cardholder for the use of a Regulated Card. You shall however be entitled to charge Cardholders an additional fee or charge for use of an Unregulated Card should you choose to do so, provided that any such additional fee or charge shall not exceed the actual direct costs to you for accepting a Transaction relating to an Unregulated Card.

(c) *Disclosure.*

- (i) Where you have chosen not to accept a particular type or types of Card, then before you accept any Transaction you must display a statement explaining all Card types which you accept and which you do not accept.
- (ii) Any statement required pursuant to Section 2(c)(i) must be displayed at each public entrance to your premises and (except for Card Not Present Transactions) at each Point of Sale. Statements in respect of Card Not Present

Transactions must be displayed on your website or other applicable means of electronic or mobile communication and in accordance with the Merchant Procedure Guide. In any event, the information required under Section 2(c)(i) should be provided in good time before the Cardholder enters into a Card Not Present Transaction.

3. Authorisation

- (a) *Authorisation Request.* You must seek Authorisation from the Authorisation Centre at the time of, or prior to, accepting each Transaction by following the procedures set out in the Merchant Procedure Guide, or as we may otherwise instruct you.
- (b) *Authorisation Granted.* If Authorisation is granted, you shall (where relevant) record on the Transaction Record the code number allocated to the Authorisation. If the Transaction so authorised is not forthwith concluded, you must immediately contact the Authorisation Centre to cancel the Authorisation, except if otherwise provided in the Merchant Procedure Guide.
- (c) *Authorisation Refused.* If Authorisation is refused the Transaction must not proceed and you must not seek Authorisation (for a Transaction on behalf of the same Cardholder) for any different amount.
- (d) *No Guarantee of Payment.* Authorisation of a Transaction does not guarantee payment to you for a Transaction nor is it a guarantee that you will not be subject to a Chargeback or debit in relation to that Transaction. Should a Cardholder deny having participated in a Transaction, we may, at our discretion, withhold or return in respect of Card Not Present Transactions the relevant Transaction/Transactions as unpaid.

4. Acceptance of Transactions

- (a) *Currency.* All Transactions accepted by you must be in pound sterling unless we have given our prior consent in writing that payment in other currencies may be accepted. If we agree in writing that you can undertake Transactions which utilise Dynamic Currency Conversion you also agree to, and will be bound by, Part 6 (*Dynamic Currency Conversion*).
- (b) *Evidence of Card Presence.* You must evidence to us the presence of the Card tendered for each Transaction (except for Card Not Present Transactions), either by Chip read or Card swipe through an electronic Terminal, or by imprint of the Card using a paper voucher.
- (c) *Fair Acceptance.* You must not:
 - (i) undertake Transactions for anything other than the genuine purchase of the goods and/or services that you supply;
 - (ii) impose any minimum or maximum Transaction values save unless otherwise provided under the Scheme Rules or any applicable laws;
 - (iii) split a Transaction into two or more Transactions;
 - (iv) accept Transactions relating to goods and/or services which fall outside the description of your Business without our prior written approval;
 - (v) accept a Transaction or present Transaction Data for processing which was not undertaken directly between you and the Cardholder;
 - (vi) process Transactions on behalf of a third party without our prior written consent;
 - (vii) accept Transactions relating to goods and/or services for which the Point of Sale is outside the UK unless we give you prior written consent;
 - (viii) accept or process Transactions in order to give Cardholders cash unless we have specifically given you our prior written consent to do so;
 - (ix) accept any Transaction using any Card issued in your name, or on the Nominated Bank Account or of a partner in, or director or other officer of your Business, or of the spouse or any member of the immediate family or household of any such person;
 - (x) submit Transaction Data which you know our ought to have known is illegal; or

- (xi) Refund Transactions to a Card which was not originally used to make such Transactions, and you must not, under any circumstances, accept money from a Cardholder in connection with processing a Refund to the Cardholder's Account.
- (d) *Wireless Terminal*. If you use a wireless Terminal you also agree to the additional requirements set out in Part 3 (*Wireless Networks and Terminals*).
- (e) *Third Parties*. The appointment by you of a Payment Service Provider, internet Payment Service Provider or other form of intermediary to process Transactions on your behalf is subject to our prior written approval.
- (f) *Compliance*. You agree to operate and to comply with the Scheme Rules, and to process Transactions as required in, and in accordance with the Agreement. Any Transaction accepted by you which is in breach of the Agreement, or such other requirements as we may notify to you from time to time, and/or which is disputed by the relevant Cardholder and/or Issuer.

5. Processing Limits

We may, at our discretion, impose a limit on the total value of Transactions we process for you over a given period of time. The Merchant Application indicates the annual value of Transactions that you anticipate you will require us to process on your behalf. The limit may be amended from time to time, and, if you exceed an established limit, processing may be suspended/or funds held by us in a Reserve Account until a new limit is agreed.

6. Mail/Telephone Transactions & Electronic Commerce Transactions (Card not Present (CNP) Transactions)

- (a) Card Not Present Transactions should not be undertaken by you unless you have our prior agreement in writing, and then only in accordance with the Merchant Procedure Guide and/or any requirements notified to you by us from time to time. Parts 4 (*Mail/Telephone Transactions*) or 5 (*Electronic Commerce Transactions*) (as appropriate), will also apply and bind you in respect of any Card Not Present Transactions processed for you by us. Undertaking Card Not Present Transactions will be solely at your risk.
- (b) We may immediately, on giving you notice, withdraw our permission for you to accept or process Card Not Present Transactions where there are, in our sole opinion, unacceptable levels of Cardholder disputes resulting from Card Not Present Transactions which you have accepted and/or Card Not Present Transactions which you have accepted and which subsequently turn out to be fraudulent.

7. Special Transactions

- (a) *Recurring Transactions*. You accept Recurring Transactions at your own risk. For each Recurring Transaction you are required to obtain a prior written request from the Cardholder for the goods and/or services to be charged to their account. The request must be dated and signed by the relevant Cardholder and must state the amount and frequency of the recurring charge to be made against that Cardholder and the duration of time during which the charges comprising that Recurring Transaction can be made.
- (b) *No Completion of Recurring Transactions*. You agree that you will not complete any Recurring Transaction after receiving: (i) cancellation from the Cardholder; (ii) notice from us that you may no longer process Recurring Transactions; or (iii) advice that the Card is not to be honoured.
- (c) *Future Delivery of Goods/Services*. You agree not to accept any Transactions representing a deposit, partial payment or payment in respect of a future delivery of goods and/or services unless this is expressly permitted on the Merchant Application you sign, or has been agreed by us in writing.
- (d) *Gambling Transactions*. Gambling Transactions should not be undertaken by you unless you have our prior agreement in writing, and then only in accordance with any requirements notified to you by us from time to time.

8. Security

- (a) *Compliance*. Before completing any Transaction, you are required to comply with all security procedures that we require you to comply with from time to time and to attempt, by reasonable, discreet and peaceful means, to retain a Card if so requested by us or the Authorisation Centre.
- (b) *Retention/Storage of Transaction Data*. You agree to retain all Transaction Data in the strictest confidence and in a secure environment where they can only be accessed by authorised members of your staff, and to ensure that any such details

stored electronically are fully protected, correct, complete, not lost or damaged and can be reconstituted, in a complete and easily readable form. You will take all reasonable precautions to ensure that Customer Data is not disclosed to any person other than us or misused by any person, unless otherwise required by any applicable law or by the Scheme Rules.

- (c) *Transaction Records.* You must retain in a secure place legible copies of all Transaction Records and receipts, vouchers, Terminal tally rolls, invoices, receipts or equivalent documents relating to each Transaction. All the above mentioned documents must be kept by you in a safe, secure and confidential manner for at least eighteen (18) months from the date of the relevant Transaction (or in the case of Recurring Transactions, at least eighteen (18) months from the date of the last Transaction forming part of the Recurring Transaction).
- (d) After seven (7) months from the date of a Transaction you may, subject to our prior written approval, transfer all the information referenced in Section 8(c) to fully legible microfiche or processed images. The microfiche or processed images must then be securely stored and kept confidential by you for the remainder of the eighteen (18) months.
- (e) You may not retain or store magnetic stripe or CVV2/CVC2 data after authorization for a transaction has been received.
- (f) You must not give, sub-license, sell, or in any way transfer, dispose of or grant any kind of right in any Transaction Data, or part thereof, to any third party.
- (g) *Loss of Transaction Data.* Neither AIB Merchant Services UK nor the Bank will in any circumstances (other than if due to our negligence) be liable in respect of the face value of any Transaction Data, or the costs of reconstituting such data, or for any other loss or damage arising on any loss of Transaction Data.
- (h) If you operate a Wireless Local Area Network (LAN) you accept and hereby agree to be bound by, the criteria set out in Part 3 (*Wireless Networks and Terminals*).
- (i) *PCI DSS.* You agree to comply with the Payment Card Industry Data Security Standards, Visa "Account Information Security Programme" and the MasterCard "Site Data Protection Programme", and any changes to those programmes and standards which may occur. We will provide you with details of such data standards, and the programmes, on written request.
- (j) *Confidentiality.* Since the documents constituting the Agreement contain certain information designed to help you reduce the risk of fraud arising on Transactions you must treat such documentation as confidential and keep it secure and not disclose it to the general public.
- (k) *Ownership of Transaction Data.* All Transaction Data shall be and remain at all times our property or the property of our agents. During the Term, we hereby grant you a revocable, non-exclusive, non-transferable licence to use, store, copy and distribute the Transaction Data as necessary for the performance of a Transaction or the obligations under this Agreement. You must not give, sub-license, sell, or in any way transfer, dispose of or grant any kind of right in any Transaction Data, or part thereof, to any third party.

9. Presentation of Transactions

- (a) You may present Transactions to us for Authorisation and Settlement by way of electronic transfer (or other media as may be agreed in writing). Transactions are to be presented to us within three (3) Banking Days of a Card being accepted as a means of payment or Refund.
- (b) We will endeavour to settle the proceeds of Transactions within three (3) Banking Days of their receipt by us, unless we have informed you otherwise.
- (c) The Transaction Data requirements are set by the Schemes and will be advised to you from time to time. Changes to such Transaction Data advised to you must be implemented by you within the required timescale as detailed with such notification(s).
- (d) You must not present, or allow anyone else to present, to us more than one set of Transaction Data for each Transaction.
- (e) If Transactions are not presented directly from you to us, any third party used to manage or send Transactions to us on your behalf must be approved in writing by us to handle Transactions before they may do so.
- (f) All Transaction Data shall be and remain at all times the property of AIB Merchant Services UK or the Bank or our agents. During the term of the Agreement, we hereby grant you a revocable, non-exclusive, non-transferable licence to use, store, copy and distribute the Transaction Data as necessary for the performance of a Transaction or the Agreement.

10. Providing Financial and other Information

- (a) *Request for Documentation.* Upon request you will provide us, or our agents, with copies of interim and/or annual audited financial statements (including management accounts), and other required documentation or information concerning your Business as we reasonable request to assist with our continuing evaluation of your financial and credit status.
- (b) *Right of Inspection.* You authorise us and our agents, to contact the individuals at your Business as identified in your Merchant's Application or as you may notify us from time to time. While we shall use reasonable endeavours to contact such persons using the preferred contact method (if any) specified for such persons in the Merchant Application, we reserve the right to contact such persons by alternative means where we consider it appropriate. Upon request you shall provide us or our representatives, reasonable access to your facilities for the purpose of performing an inspection of your books, records and/ or systems, and to take copies of such books and records as we require.
- (c) *Presentation of Transaction Records.* We shall be entitled, at any time, and from time to time, up to eighteen (18) months after the Transaction date, to request you to, and you must provide us, within the timeframe stated, and at no charge, with legible copies of Transaction Records and other evidence acceptable to us of the Cardholder's authority to debit its account with the amount of the Transaction.
- (d) *Notification of Changes in your Business.* You must advise us immediately of any change in the circumstances affecting your Business including: (i) any insolvency event, (or impending insolvency event) as set out in Section 22(c)(ii) any actual or impending change of control in you or your parent company; (iii) any actual or impending change in your trading terms, directors, other officers, members or partners, business or trading name, legal status, business or trading address or in any of your other details that you have provided to us; and (iv) any actual or impending sale or other disposal of all or any material part of your assets which may result in a material adverse change to your Business.
- (e) *Reporting and Investigation of Security Incidents.*
 - (i) If at any time you determine or suspect that any security breaches or incidents have occurred or are occurring which may affect or impact upon the Merchant Services, AIB Merchant Services UK and/ or the Bank (including without limitation any security breaches or incidents which result in any loss, destruction or unauthorised access to any Transaction Data or Personal Data of any person), you must notify us immediately.
 - (ii) You must cooperate with any investigations conducted by or on behalf of us and/or the police, Schemes, a regulator, or any other investigating body in relation to any security breaches or incidents (including without limitation any security breaches or incidents which result in any loss, destruction or unauthorised access to any Transaction Data or Personal Data of any person). If you are approached for such investigation, by the police, Schemes, a regulator, or any other investigating body in relation to such an investigation you shall immediately notify us thereof unless such is prohibited by law. You shall follow all instructions given by us in relation to such investigation.
 - (iii) You will, at your own expense, provide us, or our agents, with all information and assistance which we, or our agents, may reasonably require in relation to any Transaction between you and any Cardholder.

11. Credits and Debits to Your Bank Account

- (a) *Nominated Bank Account.* You must at all times during the period that we process transactions for you, maintain a Nominated Bank Account (or where so agreed, Nominated Bank Accounts), acceptable to us, in pound sterling for the purpose of enabling us to credit payments due to you, and to debit any sums payable by you to us, either by Direct Debit or otherwise as required by us. If you require more than one such account our prior agreement in writing must be given.
- (b) *Payment Mandate.* You will maintain with your bank an instruction to pay on presentation all requests for payment of a debit initiated by us in respect of amounts due by you to us, even after the Agreement has ended for any reason. Where you have provided us with a Direct Debit Form in respect of more than one Nominated Bank Account for use for specified purposes, we shall use reasonable endeavours to debit the applicable Nominated Bank Account so specified, but notwithstanding the foregoing we reserve the right to raise Direct Debits in respect of any of the Nominated Bank Accounts at our absolute discretion.
- (c) *Change of Nominated Bank Account.* If you intend to change your Nominated Bank Account(s), you must give us at least thirty (30) calendar days prior notice in writing and initiate a new payment instruction in relation to your new Nominated Bank Account(s) on the terms contained in the Agreement.

- (d) *Set-up Fee.* The Set-up Fee is payable by you to us immediately upon our agreement to process Transactions for you. Subsequent Direct Debits will not be presented by us to your Nominated Bank Account until at least fourteen (14) calendar days after the date on your Statement. This may result in the Nominated Bank Account being debited prior to your receipt of the Statement in accordance with Scheme Rules on Direct Debits.
- (e) *Notifications.* We will provide the merchant statement recipient with one (1) day notice via email, Insight or such other reporting system or by phone, prior to debiting your Nominated Bank Account unless your Merchant Account has a negative balance for any reason.

12. Payment by AIB Merchant Services UK

- (a) *Payment.* Subject to Sections 12(b), 25(g) and 25(h), we will pay to you all sums due and recorded as Transaction Data (less the amount of any applicable sums payable by you under the Agreement, including without limitation, as set out in Section 17) submitted in accordance with the Agreement by crediting your Nominated Bank Account.
- (b) *Suspension.* We may, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or which subsequently become due to you pursuant to the Agreement if in good faith we suspect that (i) any Transaction is fraudulent or otherwise involves other criminal activity, (ii) that the Transaction was not in the ordinary course of your Business, (iii) if the number and/or size of the Transaction(s) is significantly greater than expected, (iv) if any of the Termination Events has occurred, or (v) if we suspect that any such Termination Event has, or is likely to occur (whether or not AIB Merchant Services UK or the Bank has terminated the Agreement). All payments so suspended may be retained by us until we have satisfied ourselves that such Transaction(s) is/are legitimate and no longer liable to be the subject of a Chargeback. No interest shall accrue in respect of any such amount that is so withheld.
- (c) *Net Settlement.* In the event of any direct debits being returned unpaid from your Nominated Bank Account, or for any other reason, we retain the right, without notice to you, to settle funds to your Merchant Account less our applicable fees and charges.
- (d) *Payment Delays.* Neither AIB Merchant Services UK nor the Bank will be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including, but not limited to, any Scheme or your financial institution.
- (e) *Third Party Processors.* You agree you will be responsible for any fees and/or charges payable by you to any of your Payment Service Providers in accordance with the terms of the contractual arrangements in place between you and those Payment Service Providers.

13. Invalid Card Transactions/Chargebacks

- (a) If an Issuer exercises its rights not to settle or to undertake a Chargeback, we will immediately, and without notice, be entitled, and you will allow us, to debit your Nominated Bank Account, or to recover from you by any other means, the amount paid by us to you in respect of that Transaction. Our right to do this will not be affected by any arrangement between you and the Cardholder.
- (b) We are not obliged to notify you of any defect in any Transaction Data, or other liability to Chargeback except where a Chargeback is in fact made or to procure, or assist you in procuring, payment from a Cardholder where the relevant Transaction has been charged back to you.

14. Promotion

You are required to comply with all instructions given by us as to the adequate and correct display of promotion signs or other material provided by us to indicate that Cards issued under the Schemes are accepted as a means of payment. You shall not use any other material associated with the Schemes or us without our prior written approval.

15. Terminals and Equipment

- (a) We shall supply, or cause to be supplied, to you Terminals and associated Equipment pursuant to the Agreement at an agreed monthly Rental amount per terminal, commencing on the first day of the month following installation and continuing thereafter for a minimum of Eighteen (18) months ("Minimum Rental Term") or until the Agreement is terminated by either party.
- (b) We may also agree (at our absolute discretion) from time to time to supply, or cause to be supplied, to you such additional Terminals and/or associated Equipment as you may request on such temporary basis and on such other terms (including

without limitation in relation to any rental costs payable) as we may agree with you ("Temporary Supply Agreement"). Where we do so, the provisions of this Section 15 shall apply to any Terminals and/or Equipment supplied pursuant to any such Temporary Supply Agreement (to the extent applicable).

- (c) You shall (i) only use the Terminals and associated Equipment supplied to you for the purposes set out in the Agreement, (ii) pay the monthly Rental for the Minimum Rental Term (where applicable), and (iii) return to us on request the Terminals and Equipment.
- (d) You will supply and be responsible for all necessary power and telecommunications links for the Terminals and Equipment, and neither AIB Merchant Services UK nor the Bank shall be under any obligation to provide a Terminal or associated Equipment if such links are not in place.
- (e) Wireless Terminals can be subject to limitations affecting their performance, coverage, reliability and processing ability. If you operate Wireless Terminals, you confirm that you are aware, and accept the limitations, and liabilities, affecting Wireless Terminals, as set out in paragraph B of Part 3 (*Wireless Networks and Terminals*).
- (f) Certain Terminals supplied by AIB Merchant Services UK work with a data SIM. AIB Merchant Services UK supplied SIMs must only be used for credit/debit transactions or reports on the AIB Merchant Services UK supplied Terminal. You will be liable for any costs associated with unauthorised usage of AIB Merchant Services UK SIMs, where such a Terminal is supplied to you under the Agreement.
- (g) Terminals and associated Equipment on your premises shall be at your sole risk and you will indemnify AIB Merchant Services UK and the Bank, on a full and continuing basis against any Losses caused to or by the Terminals or Equipment, howsoever arising. You will take reasonable care of the Terminals and Equipment, keeping them in a safe condition and in good working order without alteration, amendment or interference.
- (h) AIB Merchant Services UK and the Bank shall not be liable to you for any direct or other loss resulting from any breakdown of, or fault in, any Terminals or Equipment unless that breakdown or fault is caused by our material breach of the Agreement, or as a result of our negligence or the wilful, direct and material misconduct of ourselves, our employees, agents or sub-contractors.
- (i) You will allow us or our agents, to inspect, repair, maintain and/or remove the Terminals and/or Equipment at any time, and will allow us and/or our agents all reasonable access to your premises and assistance for such purpose(s).
- (j) Upon any termination, or expiry, of the Agreement or Temporary Supply Agreement (as applicable) you will immediately deliver the Terminals and/or Equipment to us or our agents, at such place as we may require, in good order, repair and condition (fair wear and tear only excepted). If you do not do so, we shall be entitled to take possession of the Terminals and associated Equipment, and for that purpose we or our agents may, without notice, enter any premises where the Terminals and Equipment are or where we believe them to be, without incurring liability to you or any person claiming through you. In such circumstances, you will pay to us or our agents:
 - (i) all arrears of Rental;
 - (ii) if the Terminals and associated Equipment are not recovered within thirty (30) calendar days after the termination or expiry of the Agreement or Temporary Supply Agreement (as applicable), (i) the full replacement value of the Terminals and Equipment supplied to you under the Agreement or Temporary Supply Agreement as applicable at that time, and (ii) damages for any breach of contract and all loss, damages, costs, expenses and fees we may incur in recovering and/or attempting to recover the Terminals and associated Equipment and/or enforcing our rights under the Agreement and/or Temporary Supply Agreement (as applicable); and
 - (iii) damages for any breach of contract and all loss, damages, costs, expenses and fees we may incur in recovering and/or attempting to recover the Terminals and/or enforcing our rights under the Agreement and/or Temporary Agreement (as applicable).

16. Sales Vouchers

- (a) In the event that your electronic Terminal is not operating, Sales Vouchers provided or approved by us may be used for Visa and/or MasterCard Transactions.
- (b) Each Sales Voucher must show: the Transaction date and amount; a description of the goods and/or services provided, and sufficient detail to identify them; the Cardholder's name and account number; and the Card expiry date.

- (c) You must obtain the signature of the Cardholder on the relevant Sales Voucher (and not alter same following signature), and, in accordance with the Fallback Procedure, phone the Authorisation Centre and obtain Authorisation as required under the Agreement, and supply a copy of the completed Sales Voucher to the Cardholder upon completion of the Transaction. Where you have received Authorisation for a Transaction, as required under the Agreement, to obtain payment, you must key the Transaction Data into the Terminal as soon as possible after it recommences operating.
- (d) Acceptance and payment by us of a Transaction evidenced by a Sales Voucher shall not in any way bind or be conclusive against us as to the validity of the Transaction evidenced by a Sales Voucher. We reserve the right to reject any Transaction evidenced by a Sales Voucher which is invalid within the terms of the Agreement, and to debit you for the full amount of any Transaction which is the subject of any such rejected Sales Voucher. We may require further evidence from time to time in respect of a Transaction evidenced, or purportedly evidenced, by a Sales Voucher.

17. Fees and Charges

- (a) You agree to pay all fees and charges at our then current rates (as amended by us from time to time), together with all relevant taxes and our reasonable costs of managing the Nominated Bank Account. The Merchant Service Charge is payable by you for Transactions and Refunds.
- (b) We may also require you to make one or more of the following payments:
 - (i) the amount of any Refunds issued (if not already deducted from sums paid by you to us);
 - (ii) the full amount of any overpayments made by us in respect of Transaction Data, however caused;
 - (iii) the full amount of any payments made by us in respect of invalid Transaction Data;
 - (iv) the full amount of any Chargebacks;
 - (v) the amount of any fees, fines, penalties and/or other charges payable by us to a Scheme, or any other person, as a result of any failure by you to comply with the Agreement, or if the ratio of your Chargebacks to Transactions exceeds the relevant industry average (as determined by the Schemes from time to time); and
 - (vi) any other sums due and payable by you, or by us on your behalf under the Agreement.
- (c) *Debit of Charges.* Charges and other sums payable by you, or by us on your behalf, will be debited from you in the manner provided in the Agreement.
- (d) *Variation of Fees and Charges.* Please note that the fees and charges are subject to variation by us from time to time on at least thirty (30) calendar days' notice pursuant to Sections 23(a) and 25(m).
- (e) *Tax.* Unless otherwise stated, all charges, fees and other payments to be made by you under the Agreement are exclusive of VAT and any other relevant taxes (if any) and in addition to paying such sums you will be responsible for paying any such VAT and other relevant taxes.
- (f) *Statements.* We will provide or make available to you a monthly Statement which shall provide details of all Card Transactions within the applicable month on paper or in electronic form (as specified in your Agreement). Each Statement shall constitute a proper demand for payment and conclusive evidence of the amount stated on such Statement as being due from you to us, and which will be conclusive, unless inaccurate on the face of the Statement.

You must check each such Statement or written request on receipt and notify us within one month of any errors in it. You may request a duplicate copy of your Statement(s), or request that your Statement(s) be provided otherwise than in the manner agreed in the Agreement. We may charge a fee for this, however.

18. Indemnity, Compromise and Liability

- (a) *Indemnities.* You agree to indemnify AIB Merchant Services UK and the Bank, on a full and continuing basis, against all Losses arising from or in connection with:
 - (i) any Transaction or any other dealing between you and a Cardholder;
 - (ii) your breach of the Agreement and/or Scheme Rules, and/or for any other reason where a Scheme levies a fee, fine, penalty or charge against us due to any action or inaction by you. If you are a partnership, you hereby also agree that each partner will be jointly and severally liable under the Agreement;

- (iii) any loss of Customer Data or Transaction Data in accordance with Section 8(b), or a violation by you, or your employees, officers, agents and/or subcontractors of any of the standards and/or programme requirements referenced in Section 8 (h). You will also confirm to us in writing that all third parties that store, transmit or process Transactions on your behalf are fully compliant with the standards and programmes referenced in Section 8(i);
- (iv) your breach of the duty of confidentiality set out in Section 25(d);
- (v) your non-compliance in relation to excessive levels of Chargebacks;
- (vi) any breaches or violation of PCI DSS by you in accordance with Section 8(i);
- (vii) your processing of Transactions by an alternative method due to your inability to process wireless Transactions in accordance with Part 3 (*Wireless Networks and Terminals*);
- (viii) any fraudulent Transactions resulting from your failure to install and properly use Chip and Pin technology in accordance with paragraph (a) of Part 2 (*Chip and Pin*); and
- (ix) your entering into a contract with an internet Payment Service Provider and/or allowing the internet Payment Service Provider to process Transactions on your behalf.

(b) You shall, at your own expense, provide us with all reasonable assistance to resolve any dispute arising under the Scheme Rules. We shall, as against you, have complete discretion to decide whether or not to resist or defend any claim made against AIB Merchant Services UK and/or the Bank by any Scheme or Cardholder, or whether to compromise any such claim, and our decision shall be binding on you.

(c) Without prejudice to the indemnities set out in this Section, you also agree that we shall have discretion to accept, dispute, compromise or otherwise deal with any claim made against you and/or us arising out of a Transaction accepted by you for loss or liability in respect thereof on your behalf.

(d) *Liability Cap.* Subject to Section 18(f) the maximum aggregate liability of AIB Merchant Services UK and the Bank for all claims or losses, whether arising in contract or tort (including negligence and breach of statutory duty) or otherwise, shall not in any Contract Year exceed the lesser of £30,000, or the amount of charges received by us from you in consideration for the provision of Merchant Services to you hereunder in the relevant Contract Year in which the claim arises.

(e) *Exclusion of Liability.* Neither AIB Merchant Services UK nor the Bank shall have any liability to you whether in contract or tort (including negligence or breach of statutory duty) or otherwise and whatever the cause for any increased costs or expenses; loss of profit; loss of business; loss of goodwill; loss of data; loss of revenue or anticipated savings; or special, indirect or consequential loss or damage of any nature whatsoever.

(f) *No Exclusion/Limitation of Liability.* Nothing in the Agreement shall exclude or limit any liability of any party for fraud or negligence; or for death or personal injury caused by negligence; or for breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 in England.

19. Warranties and Undertakings

(a) We represent and warrant that we will provide the Merchant Services in accordance with all applicable laws and Scheme Rules and we shall refrain from performing any acts that might discredit, disparage, dilute, infringe or negatively affect the value of any Scheme Marks used in the course of providing such Merchant Services.

(b) In presenting Transaction Data to us you warrant that:

- (i) all statements contained in the Transaction Data are true, accurate and complete;
- (ii) you have supplied (or, where the Transaction Data relates to a prepayment or deposit, you have agreed to supply) the goods and/or services to which the Transaction Data relates and to the value stated therein;
- (iii) there is no element of credit given;
- (iv) no other Transaction has been or will be processed in respect of the same goods and/or services;
- (v) the Transaction has been entered into by you in good faith and you are not aware of any dispute relating to or any matter which may affect the validity of the Transaction;
- (vi) the Transaction was made in accordance with the Agreement and the Scheme Rules;

- (vii) the receipt from you, and the processing (including export outside the EU) of Customer Data and Transaction Data supplied by you to us in the course of administering and discharging our obligations and liabilities under the Agreement, will not infringe the rights of any third party;
- (viii) you are in compliance with your obligations under the Data Protection Laws;
- (ix) (if a company) you are validly organised and existing under your country of establishment and have by proper action duly authorised the execution and delivery of the Agreement;
- (x) you are not and have not been prohibited from participating in the Schemes to accept services of a kind offered by us;
- (xi) you are and shall remain during the term of the Agreement fully compliant with the Payment Card Industry Data Security Standards; and
- (xii) you acknowledge that you are responsible for, and undertake to, meet all costs associated with achieving and maintaining compliance, including any fines, costs or charges arising from you being compromised or not being compliant or Customer Data or Transaction Data held by you being compromised and/or used for fraudulent purposes.

20. Reserve Account/Security

- (a) *Establishment.* We may establish a Reserve Account in relation to you, require you to provide guarantees or other security, and/or to apply special terms and conditions in relation to your acceptance of Transactions at any time, for the purpose of providing a source of funds to pay us for any and all, actual and reasonably anticipated amounts and liabilities owed by you to AIB Merchant Services UK and the Bank to include actual and/or contingent liabilities under the Agreement ("Merchant Liabilities"). The amount of the Reserve Account shall be set and increased by us, in our sole discretion as we may determine from time to time. All funds held in the Reserve Account and all rights, title and interest to such funds, are at all times (and in the event of any insolvency event on the part by you) exclusively for the benefit of and vested in AIB Merchant Services UK and the Bank.
- (b) *Means.* The Reserve Account may, at the reasonable discretion of us be funded by: (i) requiring you to deposit into the Reserve Account a cash amount determined by us within seven (7) Banking Days of written advice by us; (ii) us debiting your Nominated Bank Account for any amount for deposit to the Reserve Account; and/or (iii) us depositing into the Reserve Account any payments that we are obliged to pay to you.
- (c) *Application of Reserve Account.* We may without notice to you, apply funds in the Reserve Account or enforce any other security, against any outstanding or future: (i) charges, fees, penalties, Chargebacks and Refunds payable by you; (ii) Merchant Liabilities; and (iii) amounts demanded by any competent authority or third party in response to a tax levy or other court order relating to you as necessary to comply with any applicable laws.
- (d) *Insolvency.* You acknowledge that in the event of an insolvency event on the part of you, unless restricted or prohibited by applicable law, you must maintain the Reserve Account or such other security as required by us, and we shall have the right to call on the funds held and/or the security in respect of, and/or offset against, any and all amounts owed by you to us, without regard to whether any such amounts relate to Transactions initiated or created before or after the initiation of the insolvency event.
- (e) *Duration.* Any security held by us, or funds held in the Reserve Account and not withdrawn or otherwise applied by us in accordance with the Agreement, will remain available to us until you have paid in full all Merchant Liabilities which in no event shall be less than 180 calendar days following the effective date or expiry or termination of the Agreement (whichever is the earlier).

21. Other Agreements

You agree to notify AIB Merchant Services UK forthwith in the event that you have any existing arrangement with any other party operating in any of the Schemes referred to in the Agreement.

22. Termination of the Agreement

- (a) You may, without giving any reason end the Agreement with immediate effect at any time during the first fourteen (14) calendar days after receiving these Terms and Conditions or, where relevant, the Merchant Application, by written notice to us, provided you have not yet accepted any Card Transaction by the time we receive such notice.

- (b) Subject to the remaining provisions of Section 22, the Agreement will continue until terminated by (i) you by giving not less than thirty (30) calendar days written notice to AIB Merchant Services UK; and (ii) by AIB Merchant Services UK and/or the Bank by giving not less than sixty (60) days written notice to you (subject to the other terms contained in the Agreement).
- (c) Any party to the Agreement will be entitled to end the Agreement at any time with immediate effect by notice to the other parties if: (i) another party breaches the Agreement; (ii) any of the other parties becomes insolvent, or any step is taken for the liquidation, bankruptcy, receivership, administration, examinership, dissolution, or other similar action of another party; or (iii) if another party makes any agreement with its creditors generally.
- (d) AIB Merchant Services UK or the Bank will be entitled to end the Agreement at any time with immediate effect by notice to you if you fail to pay any amount due to us under the Agreement, on the due payment date.
- (e) AIB Merchant Services UK or the Bank will not be responsible for any Losses incurred by you howsoever arising in relation to third party contracts or otherwise, in terminating the Agreement pursuant to its terms.
- (f) In addition AIB Merchant Services UK or the Bank will also be entitled to end the Agreement with immediate effect at any time by notice to you if:
 - (i) you are a partnership and the partnership ends;
 - (ii) you change your Nominated Bank Account and/or Multicurrency Nominated Bank Account, other than as permitted by the Agreement;
 - (iii) you are an individual and you die (in which case notice will be sent to your personal representatives);
 - (iv) there is any significant change, or we suspect a significant change is impending (as determined by us), in the nature, level, scope or control of your business activities or your financial condition;
 - (v) there is fraud or suspicion of fraud or other criminal activity in relation to you;
 - (vi) you process a Transaction for your own Card, or any Card, without the sale of any goods and/or services;
 - (vii) in our opinion your ability or willingness to comply with the terms of the Agreement is at risk;
 - (viii) any of our efforts to comply with statutory obligations under the Criminal Justice Act, 2003 are obstructed;
 - (ix) we are required to do so by any regulator or Scheme, or the integrity or reputation of the Schemes or ourselves is, or may be (as determined by us) brought into disrepute by you;
 - (x) your activities are, or are likely to have, in our opinion, a material impact on our business, commercial arrangements, reputation and/or goodwill;
 - (xi) your activities contravene any English, EU or other national or international laws and/or regulations, or any codes of practice that we may adopt from time to time, or which otherwise relate directly or indirectly to matters that we may view, from time to time, as being unlawful or otherwise objectionable in kind and nature;
 - (xii) you have not sent us a Transaction for six (6) consecutive months;
 - (xiii) we consider excessive the percentage, number or amount of fraudulent Transactions submitted by you under the Agreement, or the number of Chargebacks in relation to your Business; or
 - (xiv) (where you are required to do so by law) fail to file your annual return in compliance with the law, or within the timeframes prescribed by the law, and/or the Registrar of Companies for England and Wales (or equivalent).
- (g) The ending of the Agreement will not affect any actual or contingent liabilities or claims of any party hereto which accrue before the Agreement ends, and in particular this Section and Sections 10, 18, 19, 24, Part 5 (*Electronic Commerce Transactions*) and, in each case, related defined terms set out in Part 10 (*Terms Used*) shall remain in full force and effect.
- (h) You will continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Transactions processed pursuant to the Agreement, all other amounts then due or which may thereafter become due under the Agreement, and breaches of Scheme Rules which are notified to AIB Merchant Services UK or the Bank at any time after the Agreement has ended.

- (i) If the Agreement ends you must promptly:
 - (i) return to AIB Merchant Services UK or our agents, all Terminals, associated Equipment and any other materials supplied by us, our agents or any other entity in the AIB Merchant Services UK Group; and
 - (ii) pay us all amounts owed by you under the Agreement. In addition, after the date of termination of the Agreement you may not use the names of AIB Merchant Services UK or the Bank or our agents' names, or any of our trademarks or logos or any promotional materials we or our agents have provided to you or which refer to us or the provision of Merchant Services by us to you as a merchant.
- (ii) If AIB Merchant Services UK or the Bank terminates the Agreement under Section 22(c), 22(d) or 22(e), we may notify the Schemes of the termination and the reasons for it. Details of your Nominated Bank Account may be notified to the Schemes and to credit reference agencies.

23. Notice and Communication

- (a) *General Notices.* Any notice required to be given under the Agreement must be in writing and shall be served on the other parties, in the manner detailed below, by personal delivery or by post in an envelope properly addressed and marked for the attention of you or (where relevant) AIB Merchant Services UK. We may serve notice on you to the relevant address specified in your Merchant Application (if any), or alternatively to your registered office (where different). Where you have specified separate addresses for correspondence in your Merchant Application for specific purposes, we shall use reasonable endeavours to use the applicable address specified when corresponding with you in relation to such purpose, but notwithstanding the foregoing we reserve the right to determine the most appropriate address for notice purposes (in our absolute discretion). Notice can also be served by us to you by e-mail to the email address advised by you from time to time, notification on a Statement, or by publishing on our web-site or Insight. Notice served on you by AIB Merchant Services UK shall be deemed to also constitute notice being served on you by the Bank, and notice served on AIB Merchant Services UK by you shall be deemed to also constitute notice being served on the Bank by you. Notice given by post, Statement transmission or website shall be deemed to have been received 72 hours after the time of its posting, transmission or advice of availability. Notice given by e-mail shall be deemed to have been received 24 hours after the time of transmission. Notice shall be served by you on AIB Merchant Services UK at our current registered office, which shall be deemed to also constitute the service by you of notice on the Bank.
- (b) *Notice of fraud or security threats.* If we believe that fraud or a security incident which may affect your financial interests has occurred or is occurring, we will contact you in a secure manner in writing, by telephone or through other appropriate manner permitted in accordance with Section 23(a).
- (c) *Helpdesks.* If you wish to contact our helpdesk please see the contact details for our helpdesks which are set out in the Merchant Procedure Guide.

24. Processing of Personal Data

- (a) *Compliance.* Each of AIB Merchant Services UK and you, each acting as a separate Controller, will process, and procure that their and your employees and agents will process, the Customer Data in compliance with applicable Data Protection Law.
- (b) *Purposes:* We will only process the Customer Data:
 - (i) as required in order to meet our obligations pursuant to the Agreement;
 - (ii) as agreed in writing between the parties;
 - (iii) as required or allowed by law applicable to us;
 - (iv) for fraud prevention or investigation purposes, or other risk management purposes;
 - (v) for customer identification and information verification purposes, including in connection with "know your customer", anti-money laundering or anti-terrorism financing purposes;
 - (vi) in accordance with Scheme Rules;
 - (vii) to enforce our rights, or the rights of other persons in a financial transaction;
 - (viii) to comply with policies applicable to our obligations under the Agreement, including to protect the security of the Customer Data;

- (ix) to conduct analytics in compliance with Company's policies and to operate, maintain, improve, and provide the features and functionality of our products and services and provide additional products and services;
- (x) to disclose personal data to sub-contractors / sub-outsourcers and representatives for the purposes set out in this clause 24.b; and
- (xi) if you were referred to us by an ISO, we may transfer personal data to the ISO.

(c) *Transparency:*

- (i) As a Controller of the Customer Data, you will provide an information notice to Data Subjects meeting the requirements of Data Protection Laws, including the information referred to in Articles 13 and 14 of the GDPR (the "Customer Privacy Notice"), which notice shall include information about the use of Personal Data in the products and services we provide; and
- (ii) As a Controller of the Customer Data, we will provide, with your assistance, an information notice to Data Subjects meeting the requirements of Data Protection Laws., including the information referred to in Articles 13 and 14 of the GDPR (the "Acquirer Privacy Notice").
- (iii) You will provide the AIBMS Merchant Privacy Notice on pages 6 to 10 of this document to any of your employees, staff or contractors prior to their Personal Data being provided to us in connection with this Agreement.

(d) *Assistance:*

Each party will:

- (i) provide the other party with such assistance and co-operation as it reasonably requests to enable the requesting party to comply with any obligations imposed on it by Data Protection Laws in relation to the Processing of the Customer Data. A party will be entitled to refuse or limit its assistance where the requesting party is in the position to fulfil the obligations without that party's assistance.
- (ii) respond to requests or notices from Data Subjects as required as a Controller and, where this relates to the other party's processing, notify Data Subjects that the other party is a separate Controller and that the Data Subject should contact the other party separately if he or she wishes to send a notice or make a request to them; and
- (iii) notify the other party without undue delay where it receives a request from a Data Subject that might reasonably be expected to affect the other party's data processing, including requests to correct Personal Data provided by other party.

(e) *Notices:*

All notices and other communications between the parties under this Section 24 must be provided in accordance with Section 23(a) and, in the case of AIB Merchant Services UK or the Bank, also by email to our Data Protection Officer, aibmsDPO@aibms.com.

25. General

- (a) If AIB Merchant Services UK or the Bank chooses not to, or if we cannot enforce any term which forms part of the Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.
- (b) *Assignment by Us.* AIB Merchant Services UK and the Bank may assign or novate the Agreement, and/ or transfer or sub-licence any or all of our rights and obligations under it, at any time and you hereby expressly consent to any such assignment, novation, transfer or sub-licence. Any such transfer will not reduce your rights under the Agreement unless you agree otherwise. You authorise disclosure of details relating to you and your merchant arrangements to any prospective persons or entity to which we are novating, assigning and/or sublicensing the Agreement.
- (c) *Assignment by You.* You are not permitted to assign, novate and/ or sublicense the Agreement or your rights or obligations under it without the prior written consent of AIB Merchant Services UK.
- (d) *Duty of Confidentiality.* You shall not, except for the purposes of the Agreement, compile or make use of any information relating to AIB Merchant Services UK, the Bank, any Scheme, any Card, any Cardholders or the terms of the Agreement or any documents provided with it, except where necessary for the performance of the Agreement. You shall use your best endeavours to ensure that your employees and agents will maintain strictest confidence with respect thereto and

not divulge or communicate to any third party information concerning our business or Transactions of Cardholders which may come to the notice of you during the term of the Agreement. We will use our reasonable endeavours to ensure that our employees and agents maintain such information in strictest confidence.

- (e) *Disclosure of Information.* You acknowledge that AIB Merchant Services UK and the Bank may disclose information about your Business to our associated companies, the police, Schemes, regulator, or any other investigating body for use in the prevention or detection of fraud or other criminal activity, or to any credit reference agency which we also use as a source of information. You also acknowledge that AIB Merchant Services and the Bank may disclose information about your Business (including information relating to your account under this Agreement) to parties who introduced you or referred your details to us including, without limitation, an Independent Sales Organisation.
- (f) *Force Majeure.* None of the parties (or any of their agents or subcontractors) shall be liable for any failure to perform any of their obligations under the Agreement or any associated agreement where such failure arises directly or indirectly through any circumstances whatsoever beyond their reasonable control.
- (g) *Right of Set Off.* AIB Merchant Services UK may at any time (without notice to you) set off and apply any or all sums due and payable by us to you under the Agreement, or under some other agreement with you, and/ or any or all sums of money held in accounts with us, against:
 - (i) any or all sums due and payable by you to the AIB Merchant Services UK Group under the Agreement; and/or
 - (ii) the amount of any liability incurred by you to the AIB Merchant Services UK Group under the Agreement.
- (h) In addition, if we have reasonable grounds for believing that you are likely to incur any liability in relation to Section 25(g)(i) or (g)(ii) above, we shall not be obliged to make payment of any sums which would be payable to you until such time as either:
 - (i) the liability is actually incurred and determined within a mutually acceptable period of time (if this occurs AIB Merchant Services UK will promptly pay the balance of such sums to you after deducting the amount of any liability); or
 - (ii) AIB Merchant Services UK is satisfied that no such liability is likely to be incurred.
 - (ii) Should such liability be subsequently incurred you agree to reimburse AIB Merchant Services UK on demand the full amount.
- (i) *No Waiver.* No waiver by any party of any breach of the Agreement or any delay or omission by any party in enforcing the terms of the Agreement shall prejudice their rights, or operate as a waiver of any subsequent or continuing breach.
- (k) *Severability.* If any provision of the Agreement is or becomes illegal or invalid, that provision will be deemed deleted from the Agreement and the remaining provisions shall continue in force.
- (l) *Copy of Your Agreement.* You may request a copy of the Agreement by contacting our helpdesk (full details of which are set out in the Merchant Procedure Guide). Where so requested, we may provide this to you on paper or in an electronic form which you may download and print.
- (m) *Amendments.* You agree that we may from time to time, vary or supplement the Agreement, its terms (including, for example, any, or all of the individual documents which form part of the Agreement, such as the Fees and Charges Schedule, and/or any or all of the fees and charges themselves) and/or any accompanying documentation. We shall notify you of any such change in the manner provided in the Agreement at least two months prior to any such changes taking effect (unless we are allowed or required to give you shorter notice in order to comply with any applicable law or Scheme Rules). If you do not wish to accept any such changes we may make to the Agreement, you may terminate the Agreement at any time prior to the date on which such changes take effect by giving us notice in writing. Otherwise, you shall be deemed to have accepted the changes made.
- (n) *Agency/Sub Contracting.* AIB Merchant Services UK and/or the Bank may appoint at any time, and without notice to you, an agent or subcontractor to perform any of our obligations under the Agreement. You may not appoint a sub-contractor or agent in connection with the Agreement without our prior written approval. Notwithstanding such approval, you will remain primarily liable for anything done (or omitted to be done) by any such sub-contractor or agent appointed by you.
- (o) *Compliance.* Each party shall comply with all laws, regulations, Scheme Rules and codes of practice, which they are each obliged to follow for the purposes of the Agreement.

- (p) *Joint and Several.* If you comprise more than one person the liability of such persons to AIB Merchant Services UK, the Bank and the Schemes shall be joint and several, and if such persons are a partnership then any act or omission of any one partner shall be deemed to be an act or omission of all the partners.
- (q) *No third party beneficiaries.* Any person that is not a party to the Agreement shall not have any rights under or in connection with it except where such rights are expressly granted under the Agreement.
- (r) *Entire Agreement.* The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings. The parties have not entered into the Agreement in reliance on any agreement, representation or warranty which is not made or repeated in the Agreement.
- (s) *Remedies are Cumulative.* Except where expressly agreed otherwise in the Agreement, the rights and remedies of the parties under the Agreement are cumulative, may be exercised as often as the parties consider appropriate and are in addition to their rights and remedies under general law.

26. Governing Law

- (a) You (and your officers) acknowledge and agree that these Terms and Conditions replace the Terms and Conditions previously in force (if any) and governing the provision of the Merchant Services and/or the operation, management and control of the Schemes and shall be binding on and enforceable against you.
- (b) The agreement and understanding between the parties with respect to your receipt of the Merchant Services and your participation in the Schemes, and the Agreement governing such use and participation shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- (c) AIB Merchant Services UK and the Bank are bound by law to apply procedures in order to carry out statutory obligations in relation to the prevention of money laundering under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“MLRs”) in the United Kingdom. Therefore no contract will be accepted by us until we are satisfied that it is in keeping with the MLRs and that the relevant documentation has been sighted.

27. Complaints

- (a) If you are not satisfied with the Merchant Services, you must initiate our complaints handling procedure to resolve such matters. For more information about this process please contact us by email at aibcomplaints@aibms.com.
- (b) *Financial Ombudsman Service.* If you are still not satisfied after following our complaints procedure, you may be able to ask the Financial Ombudsman Service (subject to Applicable Law governing eligible complainants), to review the complaint if you are eligible.

You can contact the Financial Ombudsman Service:

- By phone: 0800 023 4 567, 0300 123 9 123, +44 20 7964 0500
- By email: complaint.info@financial-ombudsman.org.uk
- By post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
- Call using next generation text relay: (18002) 020 7964 1000
- By text: You can also text the Financial Ombudsman Service on 07860 027 586 and they will call you back.

Up to date contact details and other information on the Financial Ombudsman Service can be found at www.financialombudsman.org.uk.

Part 2

28. Chip and Pin

If you use Chip and Pin technology, the following Terms and Conditions apply in addition to the General Terms and Conditions set out in Part 1 (*General Terms and Conditions*). In the event of any inconsistency, this Part 2 shall prevail.

- (a) You agree and acknowledge that you shall incur full liability for fraudulent Transactions that could have been prevented if you had installed and properly used Chip and PIN technology including: (i) accepting a Chip and PIN Card Transaction; (ii) using any Terminal that incorporates Chip and PIN technology without using the Chip and PIN functionality to accept the Transaction; or (iii) failing to use a PIN Pad.
- (b) If you fail to accept Chip and PIN Card Transactions using a Chip and PIN Terminal and after notification by us continue to fail to accept such Transactions your right to process Transactions may be terminated immediately.

- (c) You may not request a Cardholder to disclose their PIN at any point during a Transaction. You must provide a reasonably secure place for the Cardholder to enter their PIN into the PIN Pad. You shall require that every Cardholder enters their PIN using the PIN Pad when initiating a Chip and PIN Transaction. You must not request a Chip and PIN Cardholder to sign a Transaction receipt or request other means of identification.
- (d) The PIN Pad is for the Cardholder's exclusive use.
- (e) The Cardholder's PIN is not in any circumstances to be printed on a Transaction receipt or to be recorded or stored in any way.
- (f) In the event of a Chip failure during a Transaction, it can be completed in accordance with the Fallback Procedures contained in the Merchant Procedure Guide.

Part 3

29. Wireless Networks and Terminals

If you use a Wireless Local Area Network (LAN) or Wireless Terminal the following Terms and Conditions apply in addition to the General Terms and Conditions set out in Part 1 (*General Terms and Conditions*). In the event of any inconsistency, this Part 3 shall prevail.

- (a) Wi-Fi Protected Access (WPA) technology must be implemented for encryption and authenticated when Wireless LAN technology is WPA-capable. Use of a Virtual Private Network (VPN) is also recommended. When the Wireless LAN is not WPA-capable, a VPN must be implemented. Wireless Equivalent Privacy (WEP) must not be the sole method used to protect confidentiality and access to a Wireless LAN.
- (b) You acknowledge and agree that you are aware of the limitations affecting the use of wireless technology (due to technical and geographical factors) which may affect the security, performance, coverage and reliability of Wireless Terminals and their processing ability. If for any reason your ability to process wireless Transactions is limited or prevented you agree that you will process by an alternative method.
- (c) If you undertake a Transaction without an Authorisation or store data in the Terminal for subsequent Authorisation which is not given by the Issuer you do so at your own risk. Authorisation does not guarantee payment for a Transaction. It verifies that there is available credit on the Card, and that the Card has not been reported lost or stolen at the time of the Authorisation.

Part 4

30. Mail and Telephone Transactions

Where you have indicated to us (whether on the Merchant Application or otherwise) that you wish to raise Mail/Telephone Transactions and we have agreed to this, or if you submit Mail/Telephone Transactions without our written agreement, the following Terms and Conditions apply in addition to the General Terms and Conditions set out in Part 1 (*General Terms and Conditions*). In the event of any inconsistency, this Part 4 shall prevail.

- (a) *Use of electronic Terminals.* You confirm that you will not request Card details to be submitted by e-mail, or over the internet, and then input Transactions as CNP to an electronic Terminal. In the event of you accepting Card details in this way, we reserve the right to terminate your Card processing immediately.
- (b) *Transaction Records for Mail/Telephone Transactions.* Whenever you make a Mail/Telephone Transaction you shall keep available for us, and retain for inspection, for a period of eighteen (18) months from the date of the Transaction, a record of the following information or particulars: (i) Card number and the expiry date of the Card which is being used for the purpose of such order; (ii) name and address of the Cardholder; (iii) date of the Transaction; (iv) amount of the Transaction; (v) Cardholder's written order in the case of mail order Transactions; (vi) date and number of the Authorisation; and (vii) date of invoicing the services.
- (c) *Despatching of Goods.* It is your absolute responsibility to verify the Cardholder's address and ensure the goods are despatched to this address. We cannot and will not provide name and address verification as part of the Authorisation process. You undertake not to raise a Transaction Record prior to the goods being despatched. If, for any reason, you do not have the goods available for despatch to the Cardholder within seven (7) calendar days of receipt of the order, then the Cardholder must be notified of that fact and the order re-confirmed by the Cardholder.

Part 5

31. Electronic Commerce Transactions

Where you have indicated to us (whether on the Merchant Application or otherwise) that you wish to raise Electronic Commerce Transactions and we have agreed to this, or if you submit any Electronic Commerce Transactions without our written agreement, the following Terms and Conditions apply in addition to the General Terms and Conditions set out in Part 1 (*General Terms and Conditions*). In the event of any inconsistency, this Part 5 shall prevail to the extent of such inconsistency.

(a) You warrant and represent to AIB Merchant Services UK and the Bank that:

- (i) you will not, and you will also ensure your agents and customers do not, use any website in any way which might jeopardise the integrity, confidentiality, or security of you or your agents' terminals, associated equipment, any computer system, servers or network used by you to communicate with us or with Cardholders or other computer systems including through disabling devices and unsolicited e-mails; and
- (ii) you will clearly display and maintain on any website the following information as required by the Schemes: (i) a complete and accurate description of all goods and/or services offered for sale; (ii) full details of the your cancellation, delivery and returns policy; (iii) customer service contact details (iv) Transaction currency; (v) export or legal restrictions, if known; (vi) your data protection, privacy policy and security capabilities; (vii) your security method for the transmission of payment data; (viii) information that the Cardholder is committing to a Transaction before they select the "pay now" button, with an obvious option to cancel the payment at this point as an alternative to paying; (ix) your address of its permanent establishment and (x) any other information required by law, regulation or Scheme Rules. We may stop accepting Transactions immediately upon prior notice to you if we consider that your website does not meet the standards required, or that any goods and/or services offered may affect our or the Schemes' reputation.

(b) We may give you immediate notice of termination if we consider that in our opinion, which shall be final, the content of your web- site, or any of the goods and/or services offered on your website do not meet the standards required for us to continue to offer you a merchant facility. We may also stop accepting Transactions immediately if any goods and/or services offered may affect our or the Schemes reputation.

(c) *3D Secure*. We reserve the right to require you to undertake Transactions using 3D Secure programmes. If, when so requested, you fail to implement 3D Secure within a timescale acceptable to us, your right to process Transactions may be terminated immediately.

(d) *Despatching of Goods*. It is your absolute responsibility to verify the Cardholder's address and ensure the goods are dispatched to this address. We cannot provide name and address verification as part of the Authorisation process. In relation to the despatch of goods, you undertake not to raise a Transaction Record prior to the goods being despatched. You must advise the Cardholder of the time it will take to despatch the goods and if, for any reason, you do not have the goods available for despatch to the Cardholder within such advised time period, then the Cardholder must be notified of that fact and the order re-confirmed by the Cardholder.

Part 6

32. Dynamic Currency Conversion

Where you submit AIB Merchant Services UK DCC Transactions to us using the AIB Merchant Services UK DCC Service, the following terms and conditions shall apply in addition to the other terms of the Agreement (the "**AIB Merchant Services UK DCC Terms and Conditions**").

(a) DCC Transactions and Services

- (i) The type of AIB Merchant Services UK DCC Transactions and list of supported Foreign Currencies for which you may obtain AIB Merchant Services UK DCC Services, are specified in the DCC Guide; provided that AIB Merchant Services UK reserve the right to remove a Foreign Currency from the DCC Guide and the AIB Merchant Services UK DCC Services upon notice to you, including in circumstances of a sudden and extreme fluctuation in the value of a Foreign Currency. For purposes of this paragraph (a)(i), a "sudden and extreme" fluctuation in the value of a Foreign Currency shall mean a six percent (6%) movement or more in such Foreign Currency over a two day period.
- (ii) You expressly acknowledge and agree that: (a) AIB Merchant Services UK utilises the services of third parties (including affiliates, processing entities, and bank sponsors) to provide AIB Merchant Services UK DCC Services (each, an "**AIB Merchant Services UK DCC Service Provider**"); (b) AIB Merchant Services UK will have the right to substitute any AIB Merchant Services UK DCC Service Provider without notice to you; and (c) some or all of

the AIB Merchant Services UK DCC Services may be modified from time to time by AIB Merchant Services UK DCC Service Providers.

- (iii) You acknowledge that you are solely responsible for all aspects of an AIB Merchant Services UK DCC Transaction (other than the performance of AIB Merchant Services UK DCC Services hereunder), including without limitation, obtaining the Cardholder's agreement to the AIB Merchant Services UK DCC Transaction, clearly and conspicuously disclosing all terms of any AIB Merchant Services UK DCC Transaction to the Cardholder (including on the transaction receipt or credit voucher), any Scheme fine arising from infringements of Scheme Rules resulting from DCC processing, and complying with all Scheme Rules applicable to merchants with respect to AIB Merchant Services UK DCC Transactions.
- (iv) Settlement between AIB Merchant Services UK and you of AIB Merchant Services UK DCC Transactions (including any payments by you for Chargebacks of such AIB Merchant Services UK DCC Transactions) shall be made in the Local Currency on the basis of the Transaction Price of the AIB Merchant Services UK DCC Transaction. Refunds, credits and returns (but not Chargebacks) shall be treated as independent AIB Merchant Services UK DCC Transactions and the Transaction Rate used for refund, credit and return transactions shall be determined based upon the date and time of the refund, credit or return. AIB Merchant Services UK DCC Transaction exposure in connection with refunds, credits or returns shall be borne by the Cardholder.
- (v) Where the FX Transactions exceed £500 (five hundred pounds sterling) during a calendar month, you shall be entitled to receive a Foreign Currency Fee on FX Transactions. In the event that the FX Transactions do not exceed £500 for the relevant calendar month, no Foreign Currency Fee will not be payable to you for the relevant month. Any Foreign Currency Fees payable to you will be credited to your merchant services account (as a services credit) on a quarterly basis.
- (vi) You may terminate your participation in the AIB Merchant Services UK DCC Services, and AIB Merchant Services UK may cease to offer the AIB Merchant Services UK DCC Services to you: (i) without cause upon not less than thirty (30) days' written notice to the other party; or (ii) immediately upon written notice to the other party if you or AIB Merchant Services UK determine that continuing to utilise the AIB Merchant Services UK DCC Services as provided herein will violate any applicable law or any provision of the Scheme Rules. Termination of your participation in the AIB Merchant Services UK DCC Services by you or AIB Merchant Services UK shall not relieve you from any of your obligations set forth in these AIB Merchant Services UK DCC Terms and Conditions or in the Agreement.
- (vii) Except as expressly provided herein, the terms and conditions of the Agreement with respect to a Transaction (including the rights and obligations of AIB Merchant Services UK and you with respect to such a Transaction) shall apply to an AIB Merchant Services UK DCC Transaction. Without limiting the foregoing, you acknowledge that you will pay AIB Merchant Services UK the same fees and charges in connection with an AIB Merchant Services UK DCC Transaction as you pay AIB Merchant Services UK in connection with any other Card Transaction. In addition, you agree that any Scheme fees that at any time are assessed in connection with an AIB Merchant Services UK DCC Transaction shall be passed on to you.
- (viii) You agree to comply with the terms and conditions of the current DCC Guide in connection with all AIB Merchant Services UK DCC Transactions in the AIB Merchant Services UK DCC Services.

(b) License

- (i) In consideration of the obligations and undertakings applicable to you under these AIB Merchant Services UK DCC Terms and Conditions, AIB Merchant Services UK shall make available to you and grants you a personal, non-transferable, royalty-free license for so long as these AIB Merchant Services UK DCC Terms and Conditions are applicable to you, to use the Licensed Technology solely in order to provide AIB Merchant Services UK DCC Services to you or for you solely to provide AIB Merchant Services UK DCC Services to consumers, subject to these AIB Merchant Services UK DCC Terms and Conditions.
- (ii) To the extent that any patent rights owned by AIB Merchant Services UK or another AIB Merchant Services UK DCC Service Provider can be read to cover the Licensed Technology, each such patent right shall be licensed to you to the extent necessary to allow you to exercise your rights and perform your obligations under the Agreement.
- (iii) You shall only permit access to the Licensed Technology to your employees as shall need to have access to the same in order to perform your obligations under these AIB Merchant Services UK DCC Terms and Conditions.

- (iv) You agree not to modify, adapt or translate the Licensed Technology. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Licensed Technology.
- (v) Except those rights specifically granted herein, no rights or licenses, express or implied, are granted by virtue of these AIB Merchant Services UK DCC Terms and Conditions. No rights or licenses, express or implied, shall arise from your use of the Licensed Technology.

(c) *Disclosure and Confidentiality.* The Licensed Technology and any documentation concerning the Licensed Technology as well as any oral information exchanged by you and AIB Merchant Services UK about the Licensed Technology shall be considered proprietary information of AIB Merchant Services UK. You agree to maintain in strict confidence AIB Merchant Services UK' proprietary information disclosed to you pursuant to these AIB Merchant Services UK DCC Terms and Conditions.

(d) *Warranties.* You warrant and represent that: (a) you possesses full power and authority to enter into and perform these AIB Merchant Services UK DCC Terms and Conditions; and (b) you will not incorporate, contribute or otherwise combine with the Licensed Technology any software or documentation that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (i) disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

(e) *Termination*

- (i) These AIB Merchant Services UK DCC Terms and Conditions can be terminated in conjunction with or separate from the Agreement. The termination of the Agreement shall, however, effect a termination of these AIB Merchant Services UK DCC Terms and Conditions.
- (ii) These AIB Merchant Services UK DCC Terms and Conditions will terminate immediately if AIB Merchant Services UK' licence from an AIB Merchant Services UK DCC Service Provider terminates.
- (iii) In addition and subject to all other rights and remedies that AIB Merchant Services UK has under the Agreement, if AIB Merchant Services UK suspect that you are not following Scheme Rules or any other required procedures with regard to the AIB Merchant Services UK DCC Services, AIB Merchant Services UK may in our sole discretion do either or both of the following: (a) immediately cease processing your AIB Merchant Services UK DCC Transactions until such time as you verify compliance to AIB Merchant Services UK's satisfaction; or (b) terminate these AIB Merchant Services UK DCC Terms and Conditions immediately.
- (iv) You shall have the ability to terminate these AIB Merchant Services UK DCC Terms and Conditions for the reasons set forth in the Agreement. AIB Merchant Services UK shall have the ability to terminate these AIB Merchant Services UK DCC Terms and Conditions:
 - For any reason upon thirty (30) days' notice to you as Licensee;
 - Immediately upon a breach of confidentiality by you;
 - Immediately upon a breach by you as Licensee of the use restrictions contained herein with regard to the Licensed Technology; and
 - For the reasons set forth in the Agreement or otherwise in these AIB Merchant Services UK DCC Terms and Conditions.

Upon termination, all licenses granted herein, express or implied shall immediately terminate, and you shall return or provide written certification of destruction of all proprietary information upon the written request of AIB Merchant Services UK.

(f) *General Provisions.* AIB Merchant Services UK DCC Service Providers, AIB Merchant Services UK and Bank may enforce their rights directly against you under these AIB Merchant Services UK DCC Terms and Conditions, in addition to the rights enforceable by AIB Merchant Services UK or Bank under the Agreement.

(g) *Liability*

- (i) For the avoidance of doubt, AIB Merchant Services UK and Bank's liability with respect to the AIB Merchant Services UK DCC Services shall be limited to the same amount and to the same extent as to the limitations set forth in the Agreement, including but not limited, to the limitation of liability provisions contained in Section 18 of the Agreement.

- (ii) You agree to indemnify AIB Merchant Services UK and Bank with respect to Transactions processed in connection with the AIB Merchant Services UK DCC Services to the same extent as you indemnify AIB Merchant Services UK and Bank pursuant to the Agreement. In addition, you agree to indemnify and hold harmless AIB Merchant Services UK and Bank from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and collection costs) claims related to any acts or omissions by you in connection with an AIB Merchant Services UK DCC Transaction, including any alleged misrepresentation or deceptive or unlawful trade practice, an alleged failure to obtain the Cardholder's agreement to the AIB Merchant Services UK DCC Transaction, a violation of applicable law or the Scheme Rules, or a breach of any of your obligations under these AIB Merchant Services UK DCC Terms and Conditions. Any limitations on your liability which may be specified in the Agreement shall not be applicable to your indemnification obligation set forth in the preceding sentence.

Part 7

33. Multicurrency Merchants

Where you have indicated to us (whether on the Merchant Application or otherwise) that you wish to raise Transactions in a currency other than pound sterling and we have agreed to this, or if you submit any such Transactions without our written agreement, the following Terms and Conditions apply in addition to the General Terms and Conditions set out in Part 1 (*General Terms and Conditions*). In the event of any inconsistency, this Part 7 shall prevail to the extent of such inconsistency:

- (a) You may only undertake Transactions using Multicurrency Processing if all such Transactions are presented to us utilising software approved by us.
- (b) You are only permitted to undertake Transactions in one of the currencies on the Multicurrency Page or such other currencies as agreed by the parties from time to time.
- (c) Transactions submitted later than 14.00 hours English time (or as otherwise advised by us) on a Banking Day will not be processed until the next Banking Day.
- (d) We will deposit relevant funds to Nominated Multicurrency Bank Accounts as advised by you to us and not to the Nominated Bank Account.
- (e) All software maintenance and customer service support for the processing and Settlement of electronic files will be provided by us. You agree to return on request any software supplied by us.
- (f) Where any currency conversion is required in connection with Multicurrency Processing, the foreign exchange rate applied shall be based on the applicable rate set by the Card Scheme(s) or such other recognised exchange rate as selected by AIB Merchant Services UK in its sole discretion,
- (g) In addition to the fees and charges under Section 17, you confirm that you will pay any transmission charges required by AIB Merchant Services UK to credit or debit funds to currency accounts domiciled outside of the Bank.

Part 8

34. Gateway Services

Where you submit Transactions to AIB Merchant Services UK using the AIB Merchant Services UK Gateway Services, the following terms and conditions shall apply in addition to the other terms of the Agreement. (a) Description of the Gateway Services

- (i) *Condition.* We shall only be obliged to provide the Gateway Services to you if and for so long as you (and not any other Entity) have a valid Acquirer Agreement in place with us.
- (ii) *Use of Software and Documentation.* Subject to the terms of the Agreement, we hereby grant to you a personal, non-exclusive and non-transferable right to use the Platform, Software and Documentation in order to avail of the Gateway Services during the term of the Agreement solely in relation to the Transactions and subject to and for the purposes expressly described in the Documentation and/or for other transactions which we have expressly agreed to process. In the event of conflict between the terms and conditions of this Part 8

and anything set out in the Documentation, the terms and conditions of this Part 8 shall prevail.

- (iii) *Restrictions.* You shall not, and shall not cause or permit any third party to:

- use the Gateway Services in any way, other than in accordance with the Agreement or as otherwise instructed by us in writing;

- circumvent or attempt to circumvent any applicable security measures of any element of the Gateway Services including disassembling, decompiling, decrypting, extracting, reverse engineering or modifying the Software, or otherwise apply any procedures or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any algorithm, process, procedure or other information contained in the Software;
- except as specifically authorised in accordance with the Agreement, allow to any third party access to the Gateway Services other than to your authorised employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement;
- make any copies of the Documentation, except as is incidental to the purposes of the terms and conditions of this Part 8; or
- remove or alter in any way whatsoever any copyright notice or acknowledgements appearing on any element of the Gateway Services from time to time save to the extent instructed and/or approved in writing by us.

(iv) *Passwords.* You shall ensure that if you receive a password from us to access any element of the Gateway Services, you will: (i) keep the password confidential; (ii) not allow any other party to use the password or gain access to the Gateway Services except as expressly agreed by us; (iii) be liable for all acts or omissions of any user of the password; and (iv) notify us immediately if the Gateway Services has been compromised by use of the password. If you receive passwords from a third party on our behalf or otherwise in connection with the Agreement, you must protect such passwords in the manner required by such third party.

(v) *Variation of the Gateway Services.* You acknowledge and agree that the Gateway Services may be modified at any time by us on written notice to you (and we do not guarantee to future proof any technical or functional aspects of the Gateway Services accordingly).

(vi) Provision to you of the Gateway Services is subject to any operational limitations notified to you from time to time (and subject to any specific software or other technical system interface requirements we may notify to you that you may be required to fulfil (at your cost) in order to receive the Gateway Services).

(b) *Integration with Merchant Systems.* While we provide the Gateway Services to you, you acknowledge that the Gateway Services are in themselves insufficient to allow the Merchant Systems to function with the Platform. Programming, development and maintenance of the Merchant Systems and their functionality are your sole responsibility. You have the ultimate responsibility to ensure the Merchant Systems function correctly. You shall be responsible for all technical support for the Merchant Systems and integration related issues on your side. You will be responsible for all of your own development and implementation costs associated with such integration.

(c) *Shut Downs and Suspension.* We reserve the right in our absolute discretion, from time to time, without prior notice, to suspend the provision of the Gateway Services for a reasonable period of time for any reason including, but not limited to, maintenance and/or software upgrades.

(d) *Intellectual Property Rights*

- (i) All Intellectual Property Rights with respect to the Gateway Services and our and/or any of our affiliates/licensors' names and trademarks/brands, whether now existing or in the future, are reserved to us or our applicable Affiliate(s)/licensor(s) (as may be the case).
- (ii) Save for the limited licence granted under this Part 8, nothing in the terms and conditions of this Part 8 shall be interpreted as granting to you a licence to use our Intellectual Property Rights or the Intellectual Property Rights of our affiliates or licensors.
- (iii) You will promptly notify us of any infringement or threatened infringement or of any challenges to validity or ownership of any Intellectual Property Rights or other rights belonging to us or any of our affiliates which you become aware and you will provide reasonable assistance to us, at our reasonable expense, in connection therewith.
- (iv) We may include at our discretion your company name, description and hyperlink on our website and other marketing material.

(v) You may, at your discretion display any graphic and/or hyper-link provided to you by us on your website(s) (without altering the form or presentation of such graphic, and in no way that implies or represents that you operate or own any element of the Gateway Services and our related brand(s)).

(e) *Legal Responsibility*

- (i) You acknowledge and agree that notwithstanding any theory of law that may apply to the contrary you hereby waive any claims you may have under this Part 8 (including, but not limited to, any contractual claims or claims in tort (whether for negligence or otherwise)) and agree that should you bring any proceedings or make a claim then we or any third party you purport to bring proceedings or make a claim against may seek injunctive or other relief against you to stop any such action.
- (ii) You acknowledge that neither we nor any of our/its subcontractors underwrites or agrees to compensate you or any third party (including your customers) for the value of any Transaction (or Transaction Data) as a result of any failure or delay in processing of any such Transaction pursuant to or in connection with the terms and conditions of this Part 8. Your sole remedy for such failure or delay shall be for us to use commercially reasonable endeavours to complete processing of the relevant Transaction as soon as practicable after receipt of notification from you of the relevant failure or delay.
- (iii) By mere virtue of the provision of Gateway Services by us, we shall bear no additional or separate liability for the Authorisation or non-Authorisation of Transactions, Chargebacks or any other losses incurred by you.
- (iv) You acknowledge and accept that we will only be able to provide the Gateway Services to you if you properly collect and deliver relevant data (including without limitation, if applicable, Transaction Data) to us in accordance with the Documentation or as otherwise advised by us.
- (v) You acknowledge and accept that neither we nor our subcontractors shall have any liability whatsoever or howsoever to you in relation to any data submitted by you or the results of the Gateway Services, including without limitation any Authorisation request sought on your behalf. By submitting a Transaction requested by you for Authorisation does not represent any guarantee or representation or warranty on our part that such Transaction will be authorised.
- (vi) You acknowledge and accept that we do not in any way guarantee the valid or non-fraudulent use of any payment method for the purchase of goods or services or of any of the Gateway Services by your customers. Fraudulent or invalid use of a payment method cannot be exhaustively checked for and without prejudice to the terms of the Agreement we expressly exclude any liability for invalid or fraudulent use of any payment method or any of the Gateway Services, to the maximum extent permitted by applicable laws.

(f) *Indemnification*

- (i) You shall on demand indemnify and keep indemnified (on an after tax basis) and hold harmless us, our affiliates and subcontractors and our and their officers, directors, employees, shareholders and agents from and against all loss, liabilities, actions, claims, proceedings, demands, damages and expenses (including legal fees) arising out of or in connection with:
 - Your negligence, default or breach of this Part 8., including any act or omission of your personnel, agents or subcontractors; or
 - any representations made to a cardholder concerning the Gateway Services, including without limitation, any communications made to a cardholder about the availability or non-availability of funds in its account.
- (ii) Upon written notice from us to you, you shall immediately undertake the defence of any claim or action by representatives of your own choosing, subject to our reasonable approval. The foregoing indemnification obligation shall not be subject to any liability limitation (to the maximum extent permitted by law) and is without prejudice to any other rights or remedies available to us under the Agreement in respect of any matter or liability covered by this Part 8.

(g) *Warranties*

- (i) We warrant that: (i) the Intellectual Property Rights in the Software used in providing the Gateway Services vests in us, our affiliates and/or our licensors; and (ii) we have the right to enter into the Agreement and provide the Gateway Services pursuant to the Agreement.

(ii) You warrant at all times throughout the Term that:

- You will perform your obligations under the Agreement in compliance with applicable laws and the Scheme Rules and all relevant PCI DSS requirements applicable to it;
- You will continue to have, maintain and comply with all approvals, licences, authorisations and licences needed to perform your obligations;
- You have full capacity and authority to enter into and to perform the Agreement;
- once you have submitted a completed and signed a Merchant Application to us and/or been approved by us to receive Gateway Services the Agreement shall constitute legal, valid and binding obligations on you;
- Your proposed activities under the Agreement do not infringe any applicable laws, the Scheme Rules and/or the rights of any third party, including any third party's Intellectual Property Rights;
- the terms and conditions of the Agreement do not conflict with any contract entered into by you with any third party;
- any information provided by you to us pursuant to the Agreement (including any information contained in the Merchant Application completed by or on your behalf) has been collected, and provided to us in compliance with all applicable laws and be materially correct, complete and not misleading;
- all Transactions submitted for processing by us will originate from original sales Transactions within the Territory; and without limiting the generality of the foregoing, in no event will you send Transactions deemed by the Scheme Rules to be originating from any country outside of the Territory to us for processing; and
- You will not act in any way in performing your obligations under the Agreement which you know, or ought reasonably to have known, would materially damage our goodwill or reputation or that of our affiliates.

Part 9

35. Terms Used

3D Secure	means the Three-Domain Secure protocol developed by Visa and for the Agreement includes “Verified by Visa” and “MasterCard SecureCode” and such other programmes notified to you by us from time to time;
Acquirer	means AIB Merchant Services UK;
Agreement	has the meaning set out in paragraph E of the Preface;
AIB Merchant Services UK	has the meaning set out in paragraph A of the Preface;
AIB Merchant Services UK DCC Services	means the activity undertaken by AIB Merchant Services UK to authorise, process, and settle VISA and MasterCard Transactions undertaken by Cardholders at your locations in the Ireland and the UK, or other countries permitted by AIB Merchant Services UK, involving AIB Merchant Services UK DCC Transactions;
AIB Merchant Services UK DCC Transaction	means a Transaction between you and the Cardholder in which the Cardholder authorises (i) the Transaction Price calculated by using the Transaction Rate to be submitted to a Scheme for settlement in the amount of the Currency Equivalent; and (ii) the Cardholder’s account to be charged in the amount of the Currency Equivalent, and which utilises the AIB Merchant Services UK DCC Services;
Applicable Percentage	means the percentage used to calculate the Foreign Currency Fees and shall equal one percent (1%);
Authorisation	means the process of referring a Transaction to the Authorisation Centre for approval for the Transaction to go ahead and to verify that, at the time of the Transaction, there is available credit on the relevant Card and that the Card has not been reported lost or stolen;
Authorisation Centre	means the contact centre you call (the telephone number is presented on the terminal screen) if you receive a ‘Referral B’ response when attempting to process a payment;
Authorisation Code	means a code number advised by the Issuer to us in respect of a particular Transaction during the course of Authorisation;
Bank	has the meaning set out in paragraph B of the Preface;
Banking Day	means any day the Bank is open for business;
Base Rate	means the Foreign Currency exchange rate used, from time to time, to determine the Transaction Rate. The source of the Base Rate shall be such recognised exchange rate as selected by AIB Merchant Services UK in its sole discretion;
Business	means your business as a merchant as described in the Agreement or such other description as we may agree from time to time;
Card	means all valid and current payment cards or other payment instrument approved by us and notified to you in writing from time to time;
Cardholder	means an individual, company, firm or other body to whom a credit or debit Card has been issued and who is authorised to use that Card;

Cardholder's Account Number	means an account in the name of the Cardholder, as identified in the Card;
Card Not Present or CNP	means an order for services where the Card or the Cardholder is not physically present at your premises at the time of the Transaction, and includes Electronic Commerce Transactions and Mail/Telephone Transactions;
Card Present	means a Transaction where the Card is physically presented to you by the Cardholder as the form of payment at the time of a sale;
Card Number	means the number displayed on a Card identifying the Cardholder's Account;
Chargeback	means a demand by an Issuer or a Scheme to be repaid a sum of money by us in respect of a Transaction which has been previously subject to Settlement and for which we have been paid by the relevant Scheme;
Chip	means an electronic device in a Card which enables the Card to communicate Cardholder details to a Chip and PIN Terminal;
Controller	has the meaning given in the GDPR;
Contract Year	means a period of twelve (12) months commencing on the date of deemed acceptance of the Agreement in accordance with paragraphs G and H of the Preface and, thereafter, the period of twelve (12) months commencing on each anniversary of that date;
Currency Equivalent	means the equivalent in a Foreign Currency of the Transaction Price calculated by using the Transaction Rate;
Customer Data	means all Personal Data relating to a Cardholder which is processed by any party in connection with the Agreement;
CVV2/CVC2	means the three-digit security code printed on the reverse of Cards and intended to enhance the authentication of the Card;
Data Protection Laws	means the GDPR, the UK Data Protection Act 2018, and any other laws or regulations applicable to the Processing of Personal Data;
Data Subject	has the meaning given in the GDPR;
DCC Guide	means the DCC Merchant Procedure Guide provided by AIB Merchant Services UK to Merchant, as amended from time to time;
Direct Debit	means an instruction given by you to your bank to permit us to demand or initiate payment of sums due to us from your Nominated Bank Account in accordance with relevant Scheme Rules;
Direct Debit Form	means the direct debit form issued and varied by us, in our absolute discretion, from time to time setting out your consent to Direct Debits, and those procedures and operating instructions you and us will follow in connection with debiting your account in accordance with the Agreement;
Documentation	means any and all manuals, operating policies and procedures and other written materials in any form or format provided or made accessible to you in conjunction with any element of the Gateway Services, as amended by us from time to time;

Dynamic Currency Conversion (DCC)	means a service to have funds equal to the value of the goods and/or services which a Cardholder wishes to acquire from you converted from the currency of the country where you are located to the currency of the country where a Card is issued;
Dynamic Currency Conversion Provider (DCCP)	means the provider of a Dynamic Currency Conversion service (to enable DCC Transactions to be issued in the currency of the country where the Card was issued to enable payment to be made for goods and/ or services);
EEA	means the European Economic Area;
Effective Date	means the date on which the Agreement comes into force and being the date of submission to us by you of a duly completed and signed Merchant Application (to which these Terms and Conditions are appended). In the event that such Merchant Application is not submitted but we have agreed in writing to provide you with Gateway Services then the date on which we provide written confirmation to you shall constitute the Effective Date;
Electronic Commerce	means a non-face-to-face on-line Transaction using electronic media in which Card details are transmitted by a Cardholder to you via the internet, the extranet or any other public or private network;
Entity	means any body corporate (irrespective of the state or country under the laws of which such body was incorporated), partnership, sole proprietorship, joint venture, or other form of organisation;
Equipment	means all equipment provided to you by AIB Merchant Services UK, our agents, or any other entity in the AIB Merchant Services UK Group, including in particular any imprinter, electronic data capture device or Sales Vouchers and including any replacements, substitutions or additions thereto;
Event of Default	means any event referred to in the Acquirer Agreement which, if it were to occur, would entitle us (or the relevant bank/financial institution (as the case may be) to terminate the Acquirer Agreement;
Fallback Procedures	means the procedures described and set out in the Merchant Procedure Guide;
Fees & Charges Schedule	means the schedule listing the fees and charges payable by you to us for the Merchant Services as issued and varied by us in our absolute discretion from time to time;
Foreign Card	means a Visa or MasterCard-branded Card issued in a country with a Foreign Currency;
Foreign Currency	means the currency of a country other than your Local Currency;
Foreign Currency Fees	means the fees payable by AIB Merchant Services UK to you in connection with an AIB Merchant Services UK DCC Transaction processed by Servicer;
FX Transaction	means a Transaction between the Cardholder and you regarding the purchase or return of goods and/or services where the Cardholder uses its Card to pay for goods and/or services in the currency of a country other than your Local Currency that results in the generation of a Transaction Record for the provision of goods and/or services and/or Refunds;
Gambling Transaction	means a Transaction submitted by you to us for authorisation and clearing using Merchant Category Code ("MCC") 7995 or such additional MCCs as may be designated by any Scheme from time to time with respect to

games of chance or other gambling Transactions;

Gateway Services

means the provision by us of: (i) our Platform, related Software (and Documentation) that provides an interface for transmission of Transaction Data from us (acting on your behalf) to relevant Acquirer and the transmission of response and related data from Acquirer to Merchant in connection with Merchant use of Acquiring Services under the Acquirer Agreement; and (ii) support services and any other ancillary/value added services agreed as in scope of the Agreement;

GDPR

means Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data as retained as law in England & Wales by the European Union (Withdrawal) Act 2018;

Group

in relation to each of AIB Merchant Services UK and the Bank means any holding company of ours, and any subsidiary of ours or of our holding company, and any affiliate of ours. For the purposes of this definition "subsidiary" and "holding company" shall have the meanings given to them in section 1159 of the Companies Act 2006 (as amended or superseded from time to time) including any subsidiary acquired after the date of the Agreement, and affiliate shall mean when used with reference to a specific person or entity, any person or entity that, directly or indirectly, or through one or more intermediaries, owns or controls, is owned or controlled by, or is under common ownership or common control with, such specified person or entity. As used herein "ownership" means (i) the legal and/or beneficial ownership of 40% or more of the equity securities of the person or entity, and/or; (ii) the right directly or indirectly, through one or more intermediaries, to appoint a majority of the board of directors of any such person or entity;

Independent Sales Organisation or ISO

means a third party entity AIB Merchant Services UK may retain to refer new customer relationships.

Insight

means a secure online reporting and information portal which shall be made available by AIB Merchant Services UK to you upon completion of any applicable registration requirements and subject to any conditions of use which may apply from time to time, through which we may provide you with information in relation to the Merchant Services;

Intellectual Property Rights

means any and all (i) patents and any divisions, reissues, re-examinations, substitutes, continuations, continuations-in-part, or extensions of patents, filed or pending applications for patents, (ii) or for any divisions, reissues, re-examinations, substitutes, continuations, continuations-in-part, or extensions of patents, (iii) trademarks, service marks, logos, trade dress, trade names, corporate names, Internet domain names and addresses and general use e-mail addresses, (iv) copyrights, whether registered or unregistered, and (v) any other rights in the nature of intellectual property (whether registered or unregistered) and all applications for the same, anywhere in the world, including trade secrets, know-how, confidential or proprietary information, database rights, rights against unfair competition and goodwill;

Interchange Fees

means the percentage of the value of a Transaction or other amount charged by or payable to Issuers as interchange fees for a Transaction processed on your behalf under this Agreement pursuant to and as determined in accordance with the Scheme Rules. Details of the prevailing Interchange Fees payable under the Scheme Rules from time to time shall

be made available to you via Insight;

Issuer	means an organisation that issues Cards and whose name appears on the Card as the issuer of such Card or who enters into a contractual relationship with the Cardholder for the use of the Card;
Licensed Technology	means any materials provided by AIB Merchant Services UK, or a third party as directed by AIB Merchant Services UK in connection with the AIB Merchant Services UK DCC Services, including but not limited to training materials, online training, online guides, or user guides regarding the AIB Merchant Services UK DCC Services and those several rights, assets and body of information and the Intellectual Property Rights subsisting therein. For the avoidance of doubt, Licensed Technology shall include know-how and software provided by AIB Merchant Services UK to you and shall be considered specifications to which the dedicated software shall be confirmed;
Licensee	for the purposes of the AIB Merchant Services UK DCC Services shall mean you, or your employees, making use of the Licensed Technology or other Intellectual Property Rights in order to utilise the AIB Merchant Services UK DCC Services;
Local Currency	means the currency associated with your domicile applicable while utilising the AIB Merchant Services UK DCC Services;
Local Currency Equivalent	means the equivalent in Local Currency of the amount of an AIB Merchant Services UK DCC Transaction;
Losses	means any and all claims, damages, demands, losses, costs, fines, penalties, liabilities and expenses (including reasonable legal fees and expenses) of an entity;
MasterCard	means MasterCard Inc, and any affiliate thereof and any of their successors and assigns; This often arises from mail or telephone requests for goods and/or services;
Merchant or you	means the merchant (i.e. you) who has entered into the Agreement, and "your" shall be interpreted accordingly;
Merchant Application	means the merchant application completed and delivered by a person or entity who wishes to receive Merchant Services on the terms of the Agreement (and where the context so requires or admits shall include a Supplemental Merchant Application);
Merchant Procedure Guide	means the Merchant Procedure Guide issued and varied by AIB Merchant Services UK from time to time setting out those detailed procedures and operating instructions you must follow in connection with accepting and processing Transactions and your other obligations under your Agreement;
Merchant Services	means the Transaction Authorisation and Settlement and related services to be provided by us to you pursuant to the Agreement;
Merchant Service Charge	means a charge that we apply to you for the processing of Transactions under this Agreement;
Merchant Systems	means any hardware or software used by you to access website(s) operated or maintained by us through which Transactions are submitted for processing, and all other associated systems;
Multicurrency Merchant	means a Merchant authorised by us to accept Transactions in a currency other than pound sterling;
Multicurrency Page	means the form issued and varied by us, in our absolute discretion, from time to time setting out those currencies which we have agreed that you

Multicurrency Processing	may accept in connection with accepting and processing Transactions in a currency other than pound sterling under the Agreement;
Net Local Currency Turnover	means a service to enable Transactions to be accepted in a currency other than pound sterling;
Nominated Bank Account	means the Local Currency Equivalent of all AIB Merchant Services UK DCC Transactions less the value in Local Currency, of all fees, charges, refunds, adjustments, Chargebacks, Scheme fees, rejects and all other applicable fees and items;
Nominated Multicurrency Bank Account	means the pound sterling bank account(s) which you have advised AIB Merchant Services UK is to be debited and /or credited with funds due from and to you and for which you have provided a Direct Debit authority;
Payment Card Industry Data Security Standards or PCI DSS	means separate bank account(s) denominated in each currency which you wish to conduct Transactions using Multicurrency Processing, which you have advised AIB Merchant Services UK is to be debited and/or credited with funds due from and to you with respect to Transactions completed in the applicable currency using Multicurrency Processing;
Payment Service Provider (PSP)	means a set of comprehensive requirements to minimise the potential for Card and Cardholder data to be compromised and used fraudulently, released from time to time by the PCI Security Standards Council;
Personal Data	means the provider of a service to enable Card payment details to be made securely over the internet;
PIN	has the meaning given in the GDPR;
Pin Pad	means personal identification number. This is the secret number used by Cardholders with Chip Cards to authorise Transactions to be debited to their account;
Platform	means a secure device with an alphanumeric keyboard which complies with the requirements established from time to time by AIB Merchant Services UK and through which the Cardholder can enter their PIN;
Point of Sale	means the gateway(s) through which the Gateway Services contemplated under the Agreement are provided;
Processor	means the physical location at which you accept Transactions and in the case of Card Not Present Transactions via a website is where you have your fixed place of establishment;
Processing	has the meaning given in the GDPR;
PSP Agreement	has the meaning given in the GDPR;
Recurring Transaction	means the agreement with a Payment Service Provider for the provision of certain services to you;
Regulated Card	means a Transaction which the Cardholder has agreed can be debited to their Cardholder's Account at agreed intervals or on agreed dates. The Transaction can be for a specific amount or for an amount due to Merchant for an ongoing service or provision of goods;
Refund	means any Card that is not an Unregulated Card;
	means where you agree to make a refund to the Cardholder's Card of the whole or part of any sum authorised by a Cardholder to be debited to their Cardholder's Account;

Rental	means the rental charge payable by you to us under the Agreement for the use of the point of sale Terminals and associated Equipment;
Reserve Account	means an account under our sole control where funds due to you are credited until we agree to release the funds to you;
Sales Voucher	mean vouchers to be used with your manual imprinter during Fallback Procedure;
Scheme Fees	means the assessment and other fees charged by a Scheme for or in respect of processing under this Agreement pursuant to and as reasonably determined by AIB Merchant Services UK on a periodic basis in accordance with the Scheme Rules. Details of the prevailing Scheme Fees as so determined by AIB Merchant Services UK from time to time shall be made available to you via Insight;
Schemes	means Visa MasterCard, Maestro, and such other schemes notified to you by AIB Merchant Services UK from time to time;
Scheme Rules	means the rules and operating instructions issued by particular Schemes from time to time;
Settlement	means the payment of amounts to be reimbursed by us to you or by you to us under the Agreement;
Set-up Fee	means the once-off set-up fee shown in the Fees and Charges Schedule payable by you to us;
Software	means all protocols, software components and other interfaces and software relating to the Gateway Services provided by us to you or accessed by you pursuant to the Agreement, and any and all updates;
Statement	means the regular advice provided to you advising of the Transactions performed by you and the charges due by you;
Supplemental Merchant Application	means a merchant application completed and delivered by a Merchant who wishes to supplement or amend the Agreement;
Temporary Supply Agreement	has the meaning set out in Section 15(b);
Terminal	means any electronic device used to capture Card details, for obtaining Authorisations and submitting Transactions to a Card Transaction acquirer; the term also includes any PIN entry device (PED) if it is a separate device;
Terminal Supplier	means any company authorised by AIB Merchant Services UK to supply Terminals to Merchants;
Termination	means the termination of the Agreement by any of the parties in accordance with Section 22;
Termination Events	means each of the events set out in Sections 22(c) to 22(e) (inclusive);
Transaction	means an act between the Cardholder and you regarding the purchase or return of goods and/or services where the Cardholder uses its Card to pay for goods and/or services that results in the generation of a Transaction Record for the provision of goods and/or services and/or Refunds;
Transaction Data	means all data relating to Transactions;
Transaction Price	means the original price in Local Currency that you quote to a Cardholder on AIB Merchant Services UK DCC Transactions;
Transaction Rate	means the Foreign Currency exchange rate provided to you by AIB Merchant Services UK or their designee, from time to time, which you shall

use to convert the Transaction Price into the Currency Equivalent;

Transaction Record	means the particulars of a Transaction required from you by us in order to process a Transaction in the form as prescribed by us;
Turnover	means gross value of a Transaction;
Unregulated Card	means any Card that is either a commercial card (as defined in Regulation (EU) 2015/751) or a Card which is issued by a Card Issuer located outside the UK or EEA;
Virtual Private Network (VPN)	means a private network that encompasses links across a shared or public network;
Visa	means Visa International, Inc;
VMAs	means Visa Merchant Alert System;
Wi-Fi Protected Access (WPA)	means technology for encryption and authentication with wireless LAN technology;
Wireless Equivalent Privacy (WEP)	means a security protocol for wireless local area networks;
Wireless Local Area Network (LAN)	means a computer network that allows wireless communications using radio waves microwaves or both to transmit Card or Cardholder data; and
Wireless Terminal	means a terminal that allows wireless processing.



**Merchant
Services**

Call: 0371 200 1436
or visit **www.aibms.com**

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