

# **BUSINESS24**

## **Terms and Conditions**

Effective from 30th November 2015



permanent tsb

# BUSINESS24 Service Terms and Conditions

## 1 DEFINITIONS:

In these Conditions, unless the context otherwise requires:-

**“2Factor Code”** means the second code provided by the Bank to be used to confirm a transaction on the BUSINESS24 Service which the Bank has deemed requires two factor authentication (and which may include without limitation standing order, direct debit, billing and payee maintenance) including any transaction on an Account where more than one signature is required to effect such transactions.

**“Account”** means an account of a Customer with the Bank, whether in sole or joint names and designated by the Customer as an account which may be accessed by means of the BUSINESS24 Service of the Bank.

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

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

**“Banking Channels”** means the methods by which the Bank may from time to time make available the Services to a User through the BUSINESS24 Service.

**“BIC”** means bank identifier code.

**“Bill Payee”** means a person designated by the Customer in accordance with the Account Mandate whose account is maintained in a credit institution in a SEPA country, and enabled by the Bank as a person to whom a Bill Payment can be made in accordance with the Bank’s procedures.

**“Bill Payment”** means the payment of a utility bill or other bill or payment by the transfer of funds by a User from an Account to the account of a Bill Payee using the BUSINESS24 Service, in accordance with the Account Mandate.

**“BUSINESS24 Number”** means the number allocated by the Bank to a User for use by that User in conjunction with the PAN and/or Internet Password created by that User.

**“BUSINESS24 Service”** means the system provided by the Bank from time to time to enable Customers to access and utilise services provided by the Bank using internet or other technology-based communications.

**“Business Day”** means a day (other than a Saturday, Sunday, public or bank holiday) on which the Bank is generally open for business in Ireland, provided that in relation to execution timeframes for a payment to an account with another bank, it is also a day on which the Payee’s payment service provider is open for business and a day on which the Target interbank payment system is operating. A “Non-Business Day” shall be construed accordingly.

**“Conditions”** means the BUSINESS24 terms and conditions as amended, extended or replaced by the Bank from time to time.

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

**“Device”** means any device or equipment approved by the Bank to access and use the BUSINESS24 Service including, but not limited to, personal computer, mobile phone, laptop, kiosk, telephone, tablet or any other such device or equipment.

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

**“Funds Transfer”** means the transfer of funds by a User from an Account of a Customer to another Account of that Customer, held in the Bank, using the BUSINESS24 Service.

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

**“IBAN”** means international bank account number.

**“Internet Password”** means a password initially provided by the Bank to a User for the purposes of initial internet access to the BUSINESS24 Service and thereafter created by a User in accordance with the Operating Instructions for use by that User with that User’s BUSINESS24 Number for internet access to the BUSINESS24 Service.

**“Limits”** means the maximum accumulated amounts set by the Bank which can be transferred daily in respect of Bill Payment, Funds Transfer and Third Party Funds Transfer services as altered by the Bank from time to time at its discretion or such other amounts as may be agreed by the Customer with the Bank from time to time.

**“Operating Instructions”** means the instructions issued from time to time by the Bank governing the use and operation of the BUSINESS24 Service.

**“PAN”** means the Personal Access Number created by a User in accordance with the Operating Instructions for use by that User with that User’s BUSINESS24 Service.

**“Registration Card”** means the card provided to a User by the Bank bearing the BUSINESS24 Number for that User.

**“SEPA Countries”** has the same meaning as in the General Conditions, and “SEPA Country” shall be construed accordingly.

**“Services”** means those services from time to time provided by the Bank which may be accessed and utilised through the BUSINESS24 Service (details of the Services available at any time can be obtained on request from the Bank).

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

**“SMS Access Code”** means the 5 digit password provided by the Bank to Users authorised to access the BUSINESS24 Service via a text message or SMS Channel using a mobile Device and sent to the User via SMS to the mobile Device number which the User has registered with the Bank.

**“Third Party Funds Transfer”** means the transfer of funds by a User from an Account of a Customer to the account of another person, maintained in a credit institution in a SEPA Country that has been designated by the Customer in accordance with the Account Mandate and enabled by the Bank for the purpose of Third Party Funds Transfers, in accordance with the Bank's procedures.

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

**“User”** means such persons as may be authorised in the Account Mandate to access BUSINESS24, including the Customer where the Customer is listed in the Account Mandate for access to BUSINESS24, and to each of whom is issued a PAN and Registration Card.

**“Website”** means the Bank's website(s) from which the BUSINESS24 Service can be accessed from time to time.

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

**1.3** These Conditions apply to the use of the BUSINESS24 Service and (unless otherwise agreed in writing to the contrary) apply in addition to the General Conditions and are deemed to be incorporated into and to form part of the General Conditions and any relevant agreement with the Bank relating to the BUSINESS24 Service. In the event of any inconsistency between these Conditions and the General Conditions, these Conditions shall prevail.

**1.4** Without prejudice to paragraph 1.3 above, where a Customer or User is authorised to use the BUSINESS24 Service:

- references in the General Conditions to “Security Features” shall be deemed to include the BUSINESS24 Number, PAN, 2Factor Code, SMS Access Code, Internet Password and Registration Card as defined in these Conditions;
- Condition 16 of the General Conditions shall apply to instructions issued through the BUSINESS24 Service, and references in Condition 16 to OPEN24 Service shall be read as references to the BUSINESS24 Service.

## **2 USE OF SERVICE AND APPLICATION OF THESE CONDITIONS**

**2.1** The BUSINESS24 Service may be accessed and utilised by a User where:

- The Customer has completed and submitted to the Bank an Account Mandate and/or requested registration and complied with the registration process of the Bank;
- The User has received from the Bank a Registration Card (this bears the User's BUSINESS24 Number and indicates the Bank's acceptance of the Customer's Account Mandate and/or request for registration);
- 1 Business Day has elapsed from the issue of the Registration Card.
- The User has created a PAN in accordance with the Operating Instructions; and
- The User has created an Internet Password in accordance with the Operating Instructions and /or if they wish to avail of SMS Channel access, have received an SMS Access Code from the Bank;

- The User has satisfied any applicable authorisation and / or security requirements;
- The User has satisfied the Bank with respect to identification under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) in respect of anti-money laundering
- The User has accepted these Conditions by accepting them on the first logon by the User. The Bank may in its absolute discretion, without assigning any reason, refuse to accept an Account Mandate and/or request for registration.

**2.2** These Conditions govern the use of the BUSINESS24 Service and the Customer and each User shall be bound by them.

**2.3** The Customer undertakes to comply strictly with these Conditions and the Operating Instructions (which are designed to minimise the risk of unauthorised use of the BUSINESS24 Service).

**2.4** The BUSINESS24 Service may be accessed and utilised by such means (Banking Channels) as the Bank may from time to time designate.

Currently the BUSINESS24 Service may be accessed and utilised by the Internet and by telephone using the telephone number on the Website. The BUSINESS24 Service may only be accessed and utilised in accordance with the Operating Instructions and these Conditions.

### **3 CUSTOMER'S OBLIGATION IN RESPECT OF USERS**

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

**3.2** The Customer shall be responsible for putting in place, such reasonable security controls, as may be deemed appropriate, to prevent unauthorised or improper use of the Registration Card and PAN and protection of the Internet Password, the 2Factor Code, SMS Access Code and the BUSINESS24 Service generally, including controls on the use of the Website and appropriate account reconciliation procedures to monitor Users of the BUSINESS24 Service.

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

**3.4** All debits applied by the Bank to the Account arising from instructions given to it by a User using the User's Registration Card, PAN, 2Factor Code, SMS Access Code and Internet Password shall constitute a liability of the Customer to the Bank and when the Customer comprises more than one person, the liability of the Customer shall be joint and several.

**3.5** Instructions transmitted via the BUSINESS24 Service will be deemed by the Bank to have originated from the User, if the User Registration Card, PAN, 2Factor Code, SMS Access Code and Internet Password have been used, without the Bank taking any further steps to authenticate such instructions.

**3.6** The Customer will hold the Bank harmless against any loss or damage suffered by the Bank as a result of non-compliance of the Customer and/or User with these Conditions and/or the unauthorised

use of the Registration Card, PAN, 2Factor Code, SMS Access Code and Internet Password.

#### **4 SECURITY CONDITIONS**

**4.1** The User shall keep the BUSINESS24 Number, PAN, 2Factor Code, SMS Access Code and Internet Password safe and shall not divulge any of them to any other person, or note the PAN, 2Factor Code, SMS Access Code or Internet Password on the Registration Card or on anything carried or associated with the BUSINESS24 Number or Registration Card or in any form that would be intelligible or otherwise accessible to a third party or do or omit to do anything else that might enable irregular or unauthorised access to or utilisation of the BUSINESS24 Service.

**4.2** The User shall immediately notify the permanent tsb branch, where the Accounts are held if:

- the Registration Card is lost, mislaid, stolen or copied
- the User knows or thinks it possible that the BUSINESS24 Number, and/or PAN, and/or 2Factor Code, and/or SMS Access Code, and/or Internet Password has become known to any other person; or
- unauthorised or irregular transactions are recorded on an Account.

Such notification shall be given by

- Fax to a Bank branch; or
- in writing by personal delivery to a Bank branch.

Upon receipt of such notice the Bank shall as soon as practicable disable such User's Registration Card, PAN, 2Factor Code, SMS Access Code and Internet Password without prejudice to any action taken by the Bank on the basis of instructions processed by such User or using such User's Registration Card, PAN, 2Factor Code, SMS Access Code and Internet Password prior to disabling.

**4.3** If the User has made a notification to the Bank in accordance with Paragraph 4.2 then none of the BUSINESS24 Number, the PAN, 2Factor Code, SMS Access Code or the Internet Password may be used to access or utilise the BUSINESS24 Service and if the User wishes to continue to avail of the BUSINESS24 Service the Customer must apply to the Bank for the issue of a new Registration Card (and a new BUSINESS24 Number) and the User create a new PAN and Internet Password in accordance with the Operating Instructions.

**4.4** If a Registration Card which has been reported lost or stolen is found or recovered, the BUSINESS24 Number it bears may not be used to access or utilise the BUSINESS24 Service and the Registration Card must be cut in two pieces.

#### **5 AUTHORITY TO BANK**

**5.1** The Customer authorises and instructs the Bank to act on all instructions and requests that are received through the BUSINESS24 Service, by a User or Users (as necessary) in accordance with the Account Mandate, provided the instructions and requests are made by use of the relevant BUSINESS24 Number, PANs, 2Factor Codes, SMS Access Codes and the Internet Password. Although the Bank may from time to time require other additional means of personal identification it shall not be obliged to do so and it may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.

**5.2** The Bank shall use reasonable efforts to act on a request of a User or Users (as necessary) for cancellation or amendment prior to execution of the request or instruction but shall have no liability if it does not do so.

For the avoidance of doubt, all then current Users shall be required to issue a cancellation or amendments instruction, unless a different number of Users is indicated on the then current Account Mandate, in which event the number of Users specified on the then current Account Mandate shall be required to issue a cancellation or amendment instruction.

**5.3** The Bank may decline to act on any instruction or request until it has been confirmed in writing and signed by the User or Users (as necessary). The Bank reserves the right to not act on any instruction or request received otherwise than by means of a Banking Channel.

**5.4** Without prejudice to the Bank's authority to act on instructions and requests received through the BUSINESS24 Service without taking any further steps to ensure that the instructions or requests are genuine, a customer service adviser may decline to act on any instruction or request for information received through the BUSINESS24 Service when providing assistance to a User to access and / or use the BUSINESS24 Service if the customer service adviser believes in good faith that the BUSINESS24 Service is being accessed and / or used in an irregular or unauthorised manner and the Bank shall not be liable in such circumstances.

**5.5** Notwithstanding the death or other contractual incapacity of the Customer all payments made by the Bank using the Bank's BUSINESS24 Services at debit of the Account shall be valid and binding on the Customer its representatives and/or his/her Estate if made prior to the receipt of the Bank of written notice of such death or incapacity.

## **6 OBLIGATIONS OF CUSTOMER GENERALLY**

**6.1** The Customer shall provide and maintain at the Customer's own expense any Device needed to access the BUSINESS24 Service and shall ensure that such equipment satisfies all technical and other requirements specified by the Bank in the Operating Instructions.

**6.2** The Customer is responsible for ensuring that User disconnect and clear any information from any Device used to access the BUSINESS24 Service before such Devices are left unattended by Users. The User shall delete from the memory of any Device any 2Factor Code or SMS Access Code that is received by the User. The User should memorise any such 2Factor Code or SMS Access Code before deleting it from the Device. In the case of a number being forgotten, a new 2Factor Code or SMS Access Code can be requested through the BUSINESS24 Service via the Website.

**6.3** The Customer shall ensure that all instructions given by a User to the Bank through the BUSINESS24 Service are accurate and complete. This may include providing all necessary Unique Identifiers to enable the payee's bank and the payee's bank account to be identified. Where applicable, prior to confirming any instruction (whether issued by that User or another User), each User shall ensure that the instruction is complete, accurate and correct. The User is responsible for the accuracy of each instruction which it gives or confirms, and the Bank is not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which a User gives to the Bank. Where a User gives incomplete instructions (for example, where the receiving bank's Unique Identifier and its name and address details do not match), the Bank shall not be liable for acting or not acting in accordance with any part of those instructions.

**6.4** The Customer will pay all applicable transactional fees and charges payable for services provided through the BUSINESS24 Service in accordance with the Bank's standard fees and charges from time to time applicable. All costs incurred by the Customer in accessing and utilising

the BUSINESS24 Service including the cost of telephone calls and Internet access shall be at the Customer's expense.

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

**6.6** The Customer shall forthwith notify the Bank of the cancellation of a User's authorisation to access the BUSINESS24 Services, such notification shall be given by

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

Upon receipt of such notice the Bank shall as soon as practicable disable such User's Registration Card, PAN and Internet Password without prejudice to any action taken by the Bank on the basis of instructions processed by such User prior to disabling.

## **7 NORMAL CONDITIONS CONTINUE TO APPLY**

The BUSINESS24 Service is a method of accessing and utilising Internet services provided by the Bank. Accordingly, save to the extent that these Conditions provide otherwise, all Account Mandates relating to the Accounts and all General Conditions applicable to the Accounts remain in full force and effect and the Customer will ensure that Users comply with such Account Mandates and General Conditions. In particular:-

- the User may not use the BUSINESS24 Service to withdraw funds from an Account without giving the period of notice required by the terms applicable to the Account. Accordingly, any instruction for a Funds Transfer, a Third Party Funds Transfer, a Bill Payment or other transaction involving a withdrawal from an Account received through the BUSINESS24 Service will require the User to give the notice of withdrawal required for the Account in order to enable the Bank to complete the instructions. Failure to do so may result in a delay in the execution of the instruction or, at the Bank's discretion, a charge payable by the Customer to the Bank.
- the User may not use the BUSINESS24 Service to create any indebtedness to the Bank or cause any overdraft or other limit to be exceeded unless the Bank has previously agreed that indebtedness or limit. Accordingly, any instruction for a Funds Transfer, a Third Party Funds Transfer, a Bill Payment or other transaction involving a withdrawal from an Account received through the BUSINESS24 Service will require the Customer to have sufficient cleared funds in the Account or a sufficient overdraft or other limit available on the Account in order to enable the Bank to complete the instruction.
- where in accordance with an Account Mandate a transaction (or type of transaction) on an Account requires more than one signature to effect such transaction, the requisite number of Users as per the Account Mandate will be required to effect the transaction (or type of transaction) using the BUSINESS24 Service.

## **8 PROCESSING OF TRANSACTIONS**

It is the Bank's intention that instructions and requests received through the BUSINESS24 Service will be processed as quickly as practicable. In accordance with that policy it is the Bank's intention that (subject to any suspension of Services pursuant to paragraph 9.1) the following timescales will apply to the processing of transactions:

- Instructions received before 6.00 p.m. on any Business Day will be processed that day;



- Instructions received after 6.00 p.m. will be processed on the next Business Day;
- Funds Transfers may reach the Customer's account on the day of instruction or on the next Business Day;
- Third Party Funds Transfers may reach the transferee's account on the day of instruction or on the next Business Day;
- Bill Payments will take one Business Day to reach the Bill Payee's account;

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

## 9 AVAILABILITY OF SERVICES

**9.1** Although it is the Bank's intention that Internet Service will be available to Customers 24 hours a day 365 days a year, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within the control of the Bank or not) some or all of the Services normally available through the BUSINESS24 Service will not be available. Accordingly, the Bank may from time to time, without incurring any liability to the Customer, temporarily suspend any or all of the Services for such periods as the Bank shall determine.

**9.2** The Bank shall, on giving not less than 2 months notice to Customers, be entitled to terminate permanently the BUSINESS24 Service.

**9.3** The Bank may from time to time add to, withdraw, suspend, amend or otherwise alter all or any of the Services, which may be accessed and utilised through the BUSINESS24 Service. Details of the Services available from time to time will be given in the Operating Instructions. The Bank may amend, supplement or replace the Operating Instructions from time to time.

## 10 FEES AND CHARGES

The Bank shall be entitled to charge transaction fees and charges to Customers utilising the BUSINESS24 Service and from time to time to alter such fees and charges. Full details of all fees and charges from time to time payable by Customers for utilising the BUSINESS24 Service are available in the Fees Booklet at any branch of the Bank, via the BUSINESS24 Service or the Website. The Bank may debit a Customer's Account with any fees and charges payable by that Customer for utilising the BUSINESS24 Service.

## 11 ACCOUNT BALANCE INFORMATION

**11.1** While the Bank currently operates a real-time on-line system, which enables immediate updates to Accounts, the time necessary to complete the processing of instructions and requests may vary depending on whether they can be immediately processed and the nature of the instruction or request. Accordingly the Customer acknowledges that account balance information given through the BUSINESS24 Service is as up-to-date as the Bank's systems permit at the time of the Customer's enquiry but it may not reflect transactions that are in hand, but which still have to be processed or verified. For example, it may take account of a cheque which has been lodged to the Account but which has not yet cleared, if that cheque is returned unpaid the Bank will debit the Account with the amount of the cheque. The Bank will not be liable for any loss suffered by reason of any Account balance information not being accurate or up-to-date.

**11.2** Any loan account balance provided through the BUSINESS24 Service may not represent the total amount required to settle that loan account.

**11.3** Upon receipt of statements of account issued by the Bank from time to time to the Customer, the Customer shall examine them carefully and report any errors or omissions to the Bank without undue delay in accordance with Condition 17 of the General Conditions. The statements of account shall be conclusive evidence of the correctness of the entries recorded therein, subject to the provisions of Condition 17 of the General Conditions.

## **12 JOINT ACCOUNTS**

**12.1** Where an account is held with the Bank by two or more persons (a "Joint Account") and the mandate for that Joint Account allows the Bank to act on instructions given by any one of the account holders then it may be accessed through the BUSINESS24 Service if any of the account holders so consents.

**12.2** If the Bank has notice of a dispute between the holders of a Joint Account, the Bank may cease to permit withdrawals from that Joint Account and, subject to the Bank's discretion, dealings may not be permitted on that Joint Account until the Bank receives a new written mandate from all the account holders.

## **13 TERMINATION**

**13.1** The BUSINESS24 Service may be terminated by the Customer giving written notice to the Bank.

**13.2** The Bank may on notice to the Customer terminate the BUSINESS24 Service forthwith:

- (a) on giving 2 months written notice to the Customer;
- (b) upon breach, non-performance or non-observance by the Customer or any User of any of these Conditions or the Operating Instructions;
- (c) where there are serious grounds for doing so in the interests of maintaining security and the integrity of the system;
- (d) upon the Bank receiving written notice of the death, bankruptcy, liquidation, receivership, examinership or other contractual incapacity of the Customer.

**13.3** Notwithstanding the death, bankruptcy, liquidation, receivership, examinership or other contractual incapacity of the Customer all payments made by the Bank using the Bank's BUSINESS24 Services at debit of the Account shall be valid and binding on the Customer's representatives, successors or assigns if made prior to the receipt of the Bank of written notice of any such events.

## **14 THE WEBSITE**

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

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

**14.3** The Customer acknowledges that the Bank is not giving or offering to give investment advice via the Website or the BUSINESS24 Service. Any content or information received on or via the Website or the BUSINESS24 Service should not be relied on for important personal, financial or business decisions, and the Customer should consult an appropriate professional for advice which is specifically tailored to the Customer's particular circumstances. Nothing in the Website or the BUSINESS24 Service constitutes or shall be deemed to constitute advice or an invitation to invest or otherwise deal in shares or other securities. Content and information received via the Website or the BUSINESS24 Service is supplied by sources believed to be reliable. However, calculations made using such data, and opinions expressed in relation to such data, are not guaranteed by these sources, the Bank or any other person or entity and may not be complete.

## **15 LIMITATION OF LIABILITY**

The Bank's liability in respect of transactions effected through the BUSINESS24 Service shall be governed by Condition 22 of the General Conditions.

## **16 SECURITY**

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

**16.2** The User acknowledges that any SMS it sends or receives from the Bank must pass through systems operated by mobile communication service providers, and by third party technology providers (each an "Aggregator") routing SMS messages between the Bank and those mobile communication service providers. No message content is captured by the Aggregators. However the Aggregators will retain information in relation to the time and date of the SMS to or from any Device, as well as the mobile phone number associated with the Device. This information may constitute personal data of the User. Any such information will be protected by the Aggregator as confidential information and will only be used by the Aggregator on our instructions. We will only use such information for the purposes of providing the BUSINESS24 Service and / or in the event of a dispute.

**16.3** The Customer and each User accepts that the mobile communication service providers are obliged to store message content for a period of time for legal reasons. This obligation is covered in the terms and conditions of use published by the mobile communication service providers.

## **17 NOTICES**

Any notice required to be given by the Customer to the Bank in connection with these Conditions (other than notice under paragraph 6.6 in connection with cancellation of a User's authorisation) shall be given in writing and sent through the post to the Bank branch where the Account is held. Any notice required to be given by the Bank to the Customer may be given in writing to the Customer and sent through the post.

## **18 VARIATIONS OF THESE CONDITIONS**

The Bank may at any time amend, supplement or replace these Conditions as a result of changes in the Bank's policies, changes in technologies, to cater for new products, to comply with legal, taxation, or regulatory requirements or other circumstances affecting the Bank or the services it offers. Any such amendment, supplement or replacement shall be effective and binding on the Customer 2 months after notice of such amendment has been sent to the Customer by post, fax, e-mail or other electronic means or published in a national newspaper. The Customer may of course, on receiving such notice, immediately terminate the use of the BUSINESS24 Service in accordance with paragraph 13.

## **19 GOVERNING LAW**

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









56-59 St. Stephen's Green  
Dublin 2

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

[www.permanenttsb.ie](http://www.permanenttsb.ie)

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