

Credit Card Terms and Conditions

 **Ulster Bank**

Credit Card Agreement

This is a Credit Agreement between Ulster Bank Ireland DAC, Ulster Bank Cards, PO Box 4015, Dublin 2, and the Principal Cardholder.

Terms and Conditions

In these Terms and Conditions:

These Terms and Conditions apply to the use of any Card issued and Supplied by the Bank to You (the "Principal Cardholder").

The Credit Agreement between the Bank and You consists of:

- The Card application form completed by You;
- The Card carrier with which Your Card is sent to You;
- These Terms and Conditions; and
- Standard European Consumer Credit Information Form which sets out the fees and charges which apply to Your Agreement.

When You use the Card You are deemed to have accepted the Terms and Conditions of the Credit Card Agreement.

The Payment Service and the type of credit provided under these Terms and Conditions is a Credit Card that enables You to pay for goods and services and withdraw cash using the Card up to Your Credit Limit.

Please note if You miss one or more monthly payments, this could affect Your credit rating and, therefore, make obtaining credit more difficult. If You fail to repay what is owed, the Bank may obtain a court judgment. The Bank may be able to apply to the court for a charging order on any property that You own to enforce the judgment if You do not pay. A charging order on the property normally means that on its sale, what is owed must be paid out of the sales proceeds, but enforcement could lead to steps being taken to possess Your property, and its subsequent sale to pay what You owe.

1. Definitions

In these Terms and Conditions:

Account means an Account which the Bank will open and maintain for You in respect of which a Card or Cards may be issued;

Additional Cards means all Cards issued on an Account to Additional Cardholders;

Administration Levy - also known as Currency Conversion Charge - this is a non-euro transaction fee that may apply to transactions outside the euro-zone;

Advance means each of the following:

- a cash withdrawal obtained by a Cardholder by the use of a Card;
- a Purchase of foreign currency or travellers' cheques obtained by a Cardholder by the use of a Card;

Advance Limit means an amount equal to (a) 50% of Your Credit Limit and (b) the maximum amount of cash Advances which may be outstanding on the Account at any one time;

Agreement means the Credit Agreement between the Bank and the Principal Cardholder;

Average Daily Balance means the average balance of Purchases, Advances, Balance Transfers, Transactions, interest, charges and fees (excluding default fees) over the statement month;

Balance Transfer means a transfer to Your Account of an amount owed to another financial institution which the Bank may from time to time allow;

Bank, We, Us, Our, Ulster Bank mean Ulster Bank Ireland DAC, Ulster Bank Cards, PO Box 4015, Dublin 2;

Business Day means a day other than a Saturday, or Sunday, Irish bank or public holiday where we are open for business as required to process a Transaction;

Card means any Credit Card, which may, at the Bank's discretion, be a Visa Card or a Mastercard, issued to the Cardholder and includes any renewal, replacement or Additional Card or Cards;

In these Terms and Conditions:

Cardholder means the Principal Cardholder

Credit Limit means the maximum debit balance allowed on an Account. This is the total amount of credit we agree to make available to you;

EEA means the EEA Member States together with Norway, Liechtenstein and Iceland;

Minimum Sum means the greater of €5 or 3% of the outstanding balance;

Mobile Banking Application (“App”) means our mobile banking services accessible through our App on a smartphone. Our App can be downloaded from the relevant App store on to a smartphone. Customers must be registered for Anytime Internet Banking in order to access the App. The terms and conditions for the App are available here ulsterbank.ie/mobileterms and in the App;

Password means a Password chosen by You for use with the Card when making Transactions on the internet;

Payee means a person to whom any payments made by You are to be made;

Payer means the person who requests that the Payment Service Provider make the payment;

Payment Services Regulations means Directive (EU) 2015/2366 on payment services in the internal market as may be amended, superseded or replaced from time to time and as transposed into Irish law;

Payment Service Provider means an entity which provides payment services within the meaning of the Payment Services Regulations and includes duly authorised credit institutions, payment institutions, account information service providers and payment initiation service providers;

PIN means a personal identification number that the Bank issues for use with a Card and which the Bank may change at Your request;

Purchase means a Transaction of goods or services obtained by a Cardholder by the use of a Card;

Recurring Transaction means when You authorise a third party to make regular debits from Your Account, which payments will be debited to Your Account when the person You have authorised to receive the payment asks the Bank to;

NatWest Group means the companies which form part of NatWest Group of companies and which includes the Bank and its subsidiaries;

Schemes means the Card payment Schemes operated by Visa and Mastercard;

Special Offer means an offer the Bank may make available to all or some Cardholders from time to time;

Transaction is any payment made or cash withdrawn by You or an Additional Cardholder using the Card or any Balance Transfer;

You/Your means the Principal Cardholder.

2. Issuing of Cards

2.1 All Cards are and remain the property of the Bank. You must immediately return all issued Cards to the Bank or its agents upon request if any of the Conditions in Condition 3.3 apply or if this Agreement is ended in accordance with Condition 20 or if the Card has expired.

3. Use of Your Card and PIN

3.1 You must make sure that:

- a) all Cards are immediately signed on receipt kept secure at all times;
- (b) You memorise the PIN and then immediately destroy the notification slip;

- (c) the PIN and any Passwords are not known to any person other than the Cardholder. You must keep your chosen Password secret and take all reasonable precautions to prevent it becoming known to another person and prevent its fraudulent use;
 - (d) in using the Card the Credit Limit or Advance Limit is not exceeded;
 - (e) Cards are not used before or after the validity period stated on the Card or after any notification of cancellation or withdrawal of the Card to You by the Bank or its agents;
 - (f) You notify the Bank immediately in respect of change to a Cardholder's name, Your current account provider, Your business and home telephone number and Your address to which statements are sent in accordance with Condition 6.2;
 - (g) Cards are not used to carry out Transactions for illegal purposes; and
 - (h) You must only use Your Card in accordance with these Terms and Conditions.
- 3.2 Subject to applicable law, the Bank reserves the right at all times without notice to:
- (a) refuse to authorise any Purchase, Advance or Balance Transfer under Condition 4.3;
 - (b) restrict, suspend or defer the credit available on Your Account and/or restrict Your right to drawdown further amounts under the Agreement;
 - (c) reduce Your Credit Limit under Conditions 9.1 and 9.2 or reduce Your Advance Limit;
 - (d) refuse to renew or replace any Card without affecting Your obligations under this Agreement which shall remain in force.
- 3.3 Subject to applicable law, the Bank may cancel, suspend, withdraw or restrict Your Card or PIN in the following circumstances:
- (a) if the Bank suspects there may be an unauthorised or fraudulent use of Your Card;
 - (b) if the Bank suspects Your Card and/or PIN have been lost, stolen, copied, misappropriated and are being used by someone else, without Your authorisation;
 - (c) if there is an error or irregularity in the maintenance of the Account or the Bank thinks someone else knows Your PIN;
 - (d) if the Bank considers that there is a significantly increased risk that You will be unable to repay any credit advanced or to be advanced on it. Once the reasons for the blocking of the use of the Card no longer apply, the Bank will give You a new replacement Card. The Bank will tell You before it takes this action by phoning You at the contact details provided with Your application. If it is not possible to tell You about the blocking of Your Card before the Bank blocks it, the Bank will tell You about it immediately thereafter in the method set out above or by writing to You.
- 3.4 The Bank may not be able to tell You about the blocking of Your Card in certain circumstances if it would be unlawful for us to do so or if it would impact on the security of the Card.
- 3.5 Once You have carried out a Transaction using a Card You cannot ask the Bank to stop that Transaction.
- 4. Your Account**
- 4.1 The Bank will debit the amount of each Purchase, Advance and Balance Transfer to Your Account.

- 4.2 Transactions carried out using the Card will be applied to Your Account on the Business Day on which details of the Transaction are provided to the Bank.
- 4.3 To use your Card online to pay for purchases made over the internet you must download and use the Mobile Banking Application ("App"). We may need to confirm that it is you undertaking an online transaction before the transaction can be authorised; we may do this using Strong Customer Authentication through the App, this means that if you receive a message to approve the transaction in the App you need to open the App on your smart phone and approve the transaction;
- 4.4 Any establishment may ask the Bank for authorisation before accepting payment by Your Card. The Bank may decide not to give its authorisation if:
- (a) Your Card has been reported as lost or stolen, or the Bank has reason to believe it is lost or stolen;
 - (b) You are in serious breach of the terms of this Agreement;
 - (c) You would go over Your 'available credit' by making the payment on top of all other Transactions we have authorised, including those not yet charged to Your Account. The 'available credit' on Your Account will be based on Your Credit Limit, amounts debited to the Account which remain unpaid and payments received from You which are paid into Your Account. The Bank reserves the right not to adjust Your 'available credit' by the amount of any payments received until they have cleared;
 - (d) You use a service that we offer to restrict transactions of that type or to suspend Your Card;
 - (e) We believe Your Account is being used for illegal purposes (such as money laundering);
 - (f) We believe there has been fraud on Your Account or it is at risk of someone using it to make a fraudulent or unauthorised Transaction;
 - (g) We reasonably believe that You did not authorise the instruction;
 - (h) The establishment involved falls within a category that We have determined poses a high risk of not providing the goods or services You are expecting; or We determine that the Transaction falls within a category that poses a high risk of financial loss to Our customers; or
 - (i) As a result of a change in the way You operate Your Account or in Your financial circumstances, We reasonably believe that You may have difficulty in meeting Your commitments.
- 4.5 Subject to Condition 15, You will have to pay all amounts charged to Your Account, even when the details on the sales voucher are wrong or where no sales voucher is signed, or if a PIN has not been used to authorise the Transaction, if it is clear that You or any Additional Cardholder has authorised the Transaction.
- 4.6 Subject to the Bank providing You with such notice as is required by law, when the Bank asks You, You must also immediately pay the Bank:
- (a) any amount You owe over Your Credit Limit;
 - (b) any unpaid payments from previous statements;
 - (c) any late payment charge shown on Your statement; and
 - (d) the amount of any Transaction that exceeds the Credit Limit or Advance Limit.
- 4.7 The Bank will debit to the Account the amount (if any) of any tax duty or other charge levied on the Account by the Revenue Commissioners and which the Bank may pay to the Revenue Commissioners on behalf of the Cardholder.

- 4.8 The Account is intended as a debit facility only, and while it is possible to have a credit balance on the Account this is not recommended. The Bank may, at its discretion, request You to use any credit balances within a certain timeframe or may refund You the credit balance at any time. No interest is paid by the Bank on credit balances on the Account.

5. Foreign Currency Transactions

5.1 Outside the euro-zone

The amount of any Purchase or Advance in a currency other than euro outside the euro-zone will be converted into euro at the Bank's rate of exchange on the date the amount is debited to the Account. The Bank's rate of exchange is based on the VISA/Mastercard exchange rate (as appropriate). The Bank may vary its exchange rate immediately and without notice at any time. You can obtain details of the Bank's exchange rates from time to time by phoning 0818 210 261 (or +44 1702 275524 if calling from abroad) and/or on our website. In addition You may be charged an Administration Levy as outlined in the Standard European Consumer Credit Information Form.

- 5.1.2 When you use your card for a transaction in a non-Euro EEA currency we will send you a text message with information about the currency conversion charges related to the transaction. You will receive the text message once every calendar month in which you do a non-Euro EEA currency transaction. You can opt out of this service at any time. If we do not hold a valid mobile phone number for you, you will not receive these messages.

5.2 Inside the euro-zone

The amount of any Purchase or Advance between the euro-zone countries will be charged in euro. No Administration Levy is charged for Transactions undertaken inside the euro-zone.

6. Payment

- 6.1 You must repay at least the Minimum Sum specified in Your current statement each month. Repayment will take place when repayments of at least the Minimum Sum are credited to Your Account.
- 6.2 The Bank will send a statement of Your Account to You each month except where there has been no movement on the Account during the period to which the statement relates and the balance of the Account is nil. Where the outstanding balance is less than €5, the Minimum Sum will be the whole of the outstanding balance. The statement will also detail all Transactions which have been processed on Your Account during the month, a reference enabling You to identify each Transaction and where appropriate the Payer/Payee, any charges for the Transactions, any interest payable, the exchange rate used in any Transaction, and the amount of any Transaction after any currency conversion and the debit value date or the credit value date. If You wish to query any item on any statement You must contact the Bank immediately.
- 6.3 We treat any payments made to Your Account as reducing overdue amounts from previous monthly statements before reducing the Minimum Sum.
- 6.4 Payments to Your Account will not reduce a balance until the payment is cleared. Your monthly statement includes information about clearance periods.
- 6.5 You cannot choose how a payment is applied to Your Account. We apply any payments You make to Your Account in the following order:
- (a) to reduce sums shown on Your most recent monthly statement, according to their interest rates, with the highest rate paid first; and

- (b) if any payment exceeds Your most recent monthly statement balance, the excess will then be applied to reduce sums charged to Your Account but not yet shown on any monthly statement. This is also done according to their interest rates, with the highest interest rate paid first.

If parts of either of the balances referred to in (a) or (b) above have the same:

- interest rate, sums on which interest is charged on interest will reduce first;
- Special Offer interest rate, they will be reduced according to their Special Offer expiry dates, with the earlier paid first.

- 6.6 We may give notice allowing You not to pay a Minimum Sum. If so, interest will still accrue.
- 6.7 You can repay all amounts due or amounts in excess of the Minimum Sum at any time through any means of payment, including by cash, cheque and electronic funds transfer.
- 6.8 If a payment is made to Your Account and the Payer's bank tells Us that it is a mistake, We may pass them Your contact details so that they can discuss the payment with You. This will happen if You tell Us that the payment has been made correctly or do not respond when We ask You about it.
- 6.9 If You have taken up any Special Offers, the Bank may decide to repay Transactions relating to these in a different manner. When this happens, the Bank will tell You when it provides details of the Special Offer.

7. Interest

- 7.1 For any purchases, balance transfers and advances we will charge interest, from the date the transaction is charged to your account, on the amount of the transaction.
- 7.2 However, if You repay the new balance shown on Your current monthly statement in full by the payment date shown on the statement which will be 25 days after the statement date and additionally have paid the full balance shown on Your previous monthly statement by the payment date shown on that statement, you will not be liable to pay the interest charged on any new Purchases shown on Your current statement. You will be charged interest on Advances even if you pay the outstanding balance in full each month.
- 7.3 Interest on interest and fees will be charged at the rate applicable for the Transaction undertaken. Interest on charges will be charged at the rate for Purchases.
- 7.4 The Bank works out the interest using the interest rate applicable as at the statement date and calculated on Your Average Daily Balance since the previous statement date.
- 7.5 Where an interest rate changes on a day other than a statement date the Average Daily Balance interest calculation uses the old rate for the period to the day before the change comes into effect and for the remaining period uses the new rate.
- 7.6 Your APR for Purchases is detailed on Your Card Carrier.
- The total amount You will have to pay, will be shown on Your Card Carrier and depends on the amount You borrow under Your Card, the manner in which you use Your Card, the length of time You take to repay amounts owing, the number of Transactions You carry out and the interest applicable to Your Card.

In calculating the **APR** and the total amount You will have to pay no account has been taken of the Bank's right to vary the interest rate, handling charge or annual fee (where applicable) or other charges or to impose new charges. All the charges, including the Administration Levy and annual fee (where applicable) may be varied on providing sixty days' notice to

You with Your statement, or otherwise in writing by way of notice at our branches and/or advertisement in the national press. The interest rate may be varied if the Bank provides sixty days' notice to you in writing or by email (see Condition 21). On receipt of any such notification You may terminate the Agreement by serving notice in accordance with Condition 20.

8. Financial Details

- 8.1 The financial particulars of the Card are detailed on Your Card Carrier.
- 8.2 We may issue without notice a different type of Card from that requested, or replace a Card with a different type of Card if:
- (a) at any time, You have asked for, or been issued with, any Card which has been issued under this Agreement or any Card which could have been issued under this Agreement which is no longer on offer; or
 - (b) an organisation has endorsed the type of Card that has been issued, and our arrangements with that organisation have ended or are about to end.

9. Credit Limit / Total Amount of Credit

- 9.1 The Credit Limit on Your Account will be either the Credit Limit set out in the Card carrier with which Your Card is sent to You or such other Credit Limit as the Bank may notify to You from time to time. Subject to applicable law, the Bank may reduce such Credit Limit from time to time if it has a good reason (for example, if You are in breach of this Agreement or there is a change in how You operate the Account or in Your financial circumstances, giving the Bank reasonable grounds to believe You may have difficulty meeting Your commitments) and will notify You of any such reduction. You may apply for, and the Bank may consider a variation in Your Credit Limit at any time subject to Your circumstances and the Bank's Conditions at the time of application.
- 9.2 The available credit on Your Account will be based on:
- (a) Your Credit Limit;
 - (b) amounts debited to Your Account; and
 - (c) payments received from You which are paid into Your Account as cleared funds.

10. Fees and Charges

- 10.1 The Bank reserves the right to charge the Principal Cardholder fees for the following:
- (a) Late payments;
 - (b) Return payments;
 - (c) Over limit balances;
 - (d) Cash advances;
 - (e) Purchases made outside the euro zone.

All of these fees and charges may be applied to Your Account and can be found in Your Standard European Consumer Credit Information Form.

You can avoid the charges at (a) – (c) above by operating Your credit card within Your credit card limit and making minimum payments on time.

- 10.2 The Bank may make additional charges or amend existing charges by providing You with sixty days' notice in writing or by email.

11. Authorising Transactions

- 11.1 A Card Transaction will be regarded as authorised by You or an Additional Cardholder and You give Your consent to the Transaction where You (or an Additional Cardholder);
- (a) authorise the Transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the Transaction, which may include:

- (i) entering the PIN or providing any other security code;
 - (ii) signing a sales voucher;
 - (iii) providing the Card details and/or providing any other details requested;
 - (iv) waving or swiping the Card over a Card reader or contactless payment unit; and/or
 - (v) providing Strong Customer Authentication through the App.
- (b) insert the Card and PIN and make a request for an Advance at an ATM or at any bank counter;
- (c) orally or in writing provide the Card details to the Bank and request an Advance, money transfer or electronic money transfer from the Account;
- 11.2 The authorisation of a Transaction can include authorising any single transaction, Recurring Transactions (including Recurring Transactions for an indefinite period) or pre-authorising a future Transaction of a certain or uncertain amount.
- 11.3 In the event that a Transaction has not been authorised, You may authorise the Transaction after it has been made by providing Your consent to the Transaction orally or in writing.
- 11.4 If the Bank refuses a Transaction including under Condition 4.3, You can obtain information about the refusal and if possible, the Bank's reasons for refusing to authorise the Transaction and the procedure for correcting any factual mistakes (if any) that led to the refusal, by phoning the Bank on 0818 210 261 (unless it would be unlawful for the Bank to provide You with this information).
- 11.5 Some contactless Card payments may be subject to a limit. You can request this limit by phoning the Bank on 0818 210 261. From time to time for security reasons You may be asked to enter Your PIN when You attempt a contactless transaction.

12. Lost and stolen Cards

- 12.1 If any Card is lost or stolen, or You suspect it is lost or stolen, or if the PIN becomes known to any unauthorised person or the Card or PIN is for any other reason liable to be misused, the Cardholder must, as soon as possible, notify the Bank's Card Loss Centre at: Ulster Bank Ireland DAC, Ulster Bank Cards, PO Box 4015, Dublin 2, Telephone Number 1800 245 399 (24 hours) or +44 1268 500813 (if calling from abroad). Failure to follow the above procedure may affect Your liability for unauthorised payments as set out in Condition 14.1. If a Card is subsequently found it must not be used. The Card must be returned to the Bank immediately cut in two across the magnetic stripe and if the Card has a chip, through the chip.
- 12.2 Where notice is given to the Bank in accordance with Condition 13.1 Cardholders must not use any Card issued in respect of the Account, and You must return all the Cards to the Bank immediately cut in two across the magnetic stripe and if the Card has a chip, through the chip.

13. Your Liability for Unauthorised Card Use

- 13.1 If the Card is misused before You tell the Bank of its loss or theft or that someone else knows the PIN You will only have to pay up to €30 for amounts arising from the misuse unless You acted fraudulently or failed intentionally or with a gross lack of reasonable care, to fulfil Your obligations under Condition 13.1 and Condition 3.1(h) above.
- 13.2 You will not be liable for any misuse of Your Card and/or PIN after You have notified the Bank of the loss, theft, misappropriation or unauthorised use of Your Card and/or PIN in accordance with Condition 13.1 above, unless You have acted fraudulently, and the Bank will re-credit any such Transaction made with Your Card after You contact the Bank.

- 13.3 If someone carries out a fraudulent Transaction using Your Card details on the internet or by telephone or by mail order You will not be liable for the fraudulent Transaction. However, where the law allows, You will be liable for all losses to the Bank arising from the use of any Card by any person obtaining possession of it with a Cardholder's consent or where a Cardholder has acted with a gross lack of reasonable care.
- 13.4 Cardholders will assist the Bank or its agent in the investigation of the loss, theft or possible misuse of a Card or the disclosure of the PIN and assist the Bank to recover a Card. You consent to the disclosure to third parties of any relevant information concerning the Account in connection with such matters.

14. Unauthorised and Incorrectly Executed Transactions

- 14.1 Subject to Conditions 13.1, 15.3, 21.3 and 23 the Bank will refund You immediately, on establishing that a Transaction debited to the Account was not authorised in accordance with Condition 12, by crediting to the Account, the amount of the Transaction and any interest lost due to the unauthorised Transaction.
- 14.2 The Bank may also be responsible if it fails to make a payment to or from your Account or incorrectly makes a payment to or from your Account in respect of any Transaction which is presented to it or which it is instructed to execute unless conditions 15.3, 15.4 or 15.5 apply or the Bank is otherwise permitted not to execute or refuse a payment. The Bank will refund You immediately on establishing it is liable for a payment that was not correctly executed by it by putting the Account back into the position it would have been in had the defectively executed payment not taken place (which will include any interest lost (if applicable)).
- 14.3 The Bank will not provide You with a refund of any payment in respect of any Transaction and will not be liable under Conditions 15.1 or 15.2 unless You notify it of the unauthorised or incorrectly executed or non-executed Transaction on becoming aware of such unauthorised, incorrectly executed or non-executed Transaction and no later than thirteen months after the date the payment was debited to the Account or required to be debited to the Account.
- 14.4 The Bank will not be liable under Condition 15.2 if You provide it with incorrect payment details. The Bank will however make reasonable efforts to trace the payment and notify You of the outcome.
- 14.5 You are not entitled to a refund under Condition 15.2 if the Payee's Payment Service Provider receives the payment. If that happens, You must ask the Payee to seek a refund directly from its Payment Service Provider. The Bank will however make immediate efforts to trace the payment and notify You of the outcome. This may involve us providing specific information to the other Payment Service Provider.
- 14.6 You must notify the Bank of any disputed Transaction under Conditions 15.1 or 15.2 by phoning the Bank on 0818 210 261 (or +44 1702 275524 if calling from abroad) with details of Your claim.
- 14.7 You may be entitled to a refund for an authorised Recurring Transaction (i.e. one in which You have given Your consent in accordance with this Agreement) initiated by or through a Payee if:
- (a) the authorisation did not specify the exact amount of the Recurring Transaction where the authorisation was made for reasons unrelated to changes in currency exchange rates; and
 - (b) the amount of the Recurring Transaction exceeded the amount You could reasonably have expected taking into account Your previous spending pattern, the conditions in this Agreement and any other circumstances.

- 14.8 You are required to provide the Bank with such information that is necessary to show that the conditions set out at condition 15.7 above have been satisfied if the Bank requests this.
- 14.9 The Bank is not obliged to provide You with a refund for a Recurring Transaction if You do not notify the Bank of it within eight weeks of the date it was debited to Your Account.
- 14.10 If condition 15.7 above applies, the Bank will either refund You the full amount of the Recurring Transaction or provide reasons for it refusing Your request for a refund within ten Business Days of receiving Your request for the refund. You can complain to the Financial Services and Pensions Ombudsman if You are not satisfied with this decision.
- 14.11 You are not entitled to a refund under condition 15.7 above where You have given Your consent to the payment directly to the Bank and either:
- (a) the Bank (or where applicable, the Payee) has provided You with information about the payment at least four weeks before the due date for payment; or
 - (b) information about the payment was provided to You at least four weeks before the due date for payment.
- 15. Right of Withdrawal**
- 15.1 You may cancel this Agreement within 14 days from (i) the day after the Agreement is made or (ii) the day after You receive a copy of the Agreement if that day is later than the date referred to in (i).
- 15.2 You can exercise Your right to cancel the Agreement by notifying the Bank that You wish to cancel the Agreement by writing to Us at Ulster Bank Cards, PO Box 4015, Dublin 2.
- 15.3 If You cancel the Agreement, You must repay all amounts drawn under Your Card and all interest accrued on these amounts within 30 days from the date when You notify the Bank of the cancellation. By way of example if You have a Classic Mastercard and Your Credit Limit is €1,500 and You have used the full amount of Your Credit Limit as an Advance and You have not otherwise used Your Card, the amount of interest payable as at **22 July 2019** would be **€0.43 per day**.
- 16. Who we are**
- We are a member of NatWest Group plc (“**NatWest Group**” or “**NatWest**”) and we are responsible for processing your information. More information about NatWest Group can be found at www.natwestgroup.com by clicking on ‘About Us’.
- 17. Your Information**
- 17.1 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest Group companies and third parties.
- 17.2 For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice, Ulster Bank Ireland DAC Privacy Notice – Long form, (our “Privacy Notice”) at www.ulsterbank.ie/privacy.
- 17.3 We can make very limited use of information that you provide to us in relation to a third party, for example an additional authorised account user. If you provide such information to us, we will:

- (a) contact the third party to advise them that we have received their data, the circumstances under which we have received it and the purposes for which we will use the data;
 - (b) ask for confirmation that we may process that data;
 - (c) provide the third party with access to our privacy notice; and
 - (d) request that the third party ensures that their information is accurate, up-to-date and that they promptly notify us if they become aware that it is incorrect.
- 17.4 Your information may be shared with and used by other NatWest Group companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 17.5 We will not share your information with anyone outside NatWest Group except:
- (a) where we have your permission;
 - (b) where required for your product or service;
 - (c) where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - (d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - (e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - (f) with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
 - (g) with debt collection agencies;
 - (h) with the Central Credit Register, credit reference and fraud prevention agencies;
 - (i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - (j) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal, including, without limitation, loan portfolio sales, securitisations or other transaction relating to our business and/or assets held by our business where information may be shared with any relevant third party;
 - (k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - (l) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 17.6 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 17.7 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.

- 17.8 NatWest Group will not share your information with third parties for their own marketing purposes without your permission.
- 17.9 We may transfer your information to organisations in other countries (including to other NatWest Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

18. Additional Features

- 18.1 The Bank may make available additional features subject to such Terms and Conditions as notified to You from time to time.
- 18.2 The Bank may replace, remove, amend or vary any or all of the additional features. Any such changes will be effective upon sixty days' notice to You and notice shall be by any means the Bank sees fit as permitted by law.

19. Termination of this Agreement

- 19.1 Your Agreement has no minimum term and Your Account will remain open until it is closed by either You or the Bank in accordance with these Terms and Conditions.
- 19.2 Subject to applicable law, either party may terminate this Agreement at any time on written notice to the other party without providing any reason. You may terminate this Agreement at any time free of charge by writing to us at Ulster Bank Cards, PO Box 4015, Dublin 2 but the Account will not be closed until You have repaid all sums due. You may also terminate this Agreement by telephone provided that reasonable security checks are completed satisfactorily. The Bank must provide You with sixty days' notice to terminate this Agreement. If either party exercises its right to terminate then all Cards issued in respect of the Account must be returned to the Bank. (Cards must be cut in two across the magnetic stripe and if the Card has a chip, through the chip). The Principal Cardholder is liable for Transactions on the Account after termination and the provisions of the Agreement relating to interest and the debiting of the Account will continue to apply.
- 19.3 Subject to applicable law, the Bank may demand repayment of the outstanding balance and/or reduce the Credit Limit of the Account and/or restrict the right to drawdown further amounts and/or suspend the operation of the Account and/or retain or require the return of any Card or treat any other right conferred by the Agreement as determined, restricted or deferred for any serious breach of any of these Terms and Conditions. Subject to the Bank's rights and powers under this Agreement, until such termination takes place the Bank will provide new Cards for Cardholders from time to time.
- 19.4 Where You have given notice of termination to the Bank under Condition 20 this Agreement will not be terminated until You have arranged for all continuous authority Transactions which are debited from the Account to be cancelled and all cancellations have taken effect.

20. General Provisions

- 20.1 The Bank may make changes at any time to any interest rate it charges or to any of the terms of this Agreement by providing sixty days' notice to You to reflect changes in:
- (a) market conditions affecting the Bank's business including:
 - fraud prevention requirements
 - changes in technology
 - changes in payment methods
 - regulatory requirements
 - and cost of funds.

- (b) good banking practice;
- (c) services the Bank provides to You;
- (d) costs incurred by the Bank;
- (e) the Bank's credit assessment of You;
- (f) the Bank's systems capabilities; and
- (g) relevant laws.

If we change the interest rate, we will also update all our information services including telephone helplines and our website before the change comes into effect.

- 20.2 On bankruptcy or death Your obligations will continue until all Cards issued in respect of the Account are returned (Cards must be cut in two across the magnetic stripe, and if the Card has a chip, through the chip), and the Bank is repaid in full.
- 20.3 The Bank will not be liable, including under Condition 15, for any circumstances affecting the use of the Card where such matters are not within the direct control of the Bank and other abnormal or unforeseeable circumstances outside our reasonable control including but not limited to:
 - (i) the failure of any retailer or supplier to accept or honour a Card;
 - (ii) the manner in which the refusal to accept the Card is communicated to You; or
 - (iii) any machine malfunction or failure, strike or dispute.
- 20.4 The Bank will credit the Account with the amount of any refund due to You on receipt of a properly issued refund voucher or other verification of the refund by a retailer or supplier in a form acceptable to the Bank.
- 20.5 The Bank may at any time disclose details about You or Your Account to any agent of the Bank for the time being for the purposes of processing a Card Transaction or otherwise fulfilling the Bank's obligations under this Agreement or to the Schemes.
- 20.6 The waiver by the Bank of any breach of any Term of this Agreement will not prevent the subsequent enforcement of that Term and will not be deemed a waiver of any subsequent breach.
- 20.7 The Bank may monitor and record Your phone calls with us to ensure security for Our customers and staff to confirm instructions and in order to maintain and improve Our service.
- 20.8 Any notice under the Agreement or under applicable law will be effective if sent by post, email or via internet banking addressed to the Principal Cardholder. Communications sent by post will be deemed to be received and duly served for the purposes of applicable law on the day when they would be delivered in the ordinary course of business, or at noon on the fourth business day following effective date of posting whichever is the later. The Principal Cardholder must immediately notify the Manager, Ulster Bank Ireland DAC, Ulster Bank Cards, PO Box 4015, Dublin 2 of any changes of name and address.
- 20.9 The Bank may also make changes to the fees it charges by providing You with sixty days' notice.
- 20.10 If You are not happy with any changes made, You can terminate this Agreement without charge in accordance with Condition 20. If You do not contact the Bank about ending this Agreement by the end of the notice period the Bank will assume You agree to such changes.
- 20.11 Subject to applicable law, the Bank may at any time set-off any indebtedness of the Bank to the Principal Cardholder against any sum due by the Principal Cardholder to the Bank under this Agreement.

20.12 Nothing herein shall be read or construed as excluding or restricting any of the liabilities imposed or rights conferred by any applicable law, or any modification thereof or Regulations made thereunder.

21. Additional General Provisions

- 21.1 Any communication which You wish to send to the Bank may be sent to the Bank at Ulster Bank Cards, PO Box 4015, Dublin 2.
- 21.2 The Bank will provide this Agreement to You if You request it by writing to the Bank at the above address or by phoning the Bank on 0818 210 261.
- 21.3 This Agreement is written in English and all the Bank's communications with You will be in English.
- 21.4 If You are not satisfied with any of the Bank's products or services, the Bank has a complaints handling procedure that it can use to resolve such matters.
- 21.5 If You wish to make a complaint please contact the Bank. You can write to the Bank at Ulster Bank Cards, PO Box 4015, Dublin 2. Alternatively You can phone the Bank on 0818 210 261.
- 21.6 If You are still not satisfied after following the Bank's procedures, You can ask the Financial Services and Pensions Ombudsman to review the complaint. Write to: Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000 Email: info@fspoi.ie
- 21.7 All Transactions will be made in euro unless we agree otherwise.
- 21.8 This Agreement and these Terms and Conditions are governed by the laws of Ireland. The Card must not be used in Ireland or abroad in violation of any law. The Cardholder will be responsible for any infringement.
- 21.9 The Bank may, without Your consent, assign, novate or transfer the whole or any part of the Bank's rights under the Agreement to any person, firm or company or sub-participate or sub-contract any of the Bank's rights or obligations under the Agreement and any reference to the Bank in the Agreement will be deemed to include the Bank's assigns and successors who will be entitled to enforce and proceed with the Agreement in the same manner as if named in the Agreement. The Bank will be entitled to impart any information concerning You to any such assignor or successor or any proposed assignee or successor of the Bank.
- 21.10 Unless the Bank agrees, You must not transfer, charge or give as security to anyone else:
- Your Card or Your facility under Your Card;
 - Any of Your rights under the Agreement.

22. Exclusions

Transactions and payments to Your Account to or from a non-EEA Account or Payment Service Provider or in a non-EEA currency will be executed in accordance with conditions 14 and 15 inclusive save for the time frames within which information related to the payment is available.

www.ulsterbank.ie

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