

# Anytime Business

## Please find enclosed

**1. Business Registration Form** to register company profile including Principal User details. Signatures are also required on the Business Registration form. Please see the Business Registration form for further details.

including

**Board Resolution Form** to be completed if you are a Limited Company.

and

**Terms and Conditions for Ulster Bank Anytime Business** Please detach from the Business Registration form and retain for your records. These Terms and Conditions should be read by all users of Ulster Bank Anytime Business.

**2. Additional User Form** to be completed in order to register other users on the service. The Principal User and the Additional User should complete this form.

**3. Third Party Terms and Conditions** to be completed by Limited Companies, Partnerships, Sole Traders and Unincorporated Bodies in order to register accounts under a different company name (e.g. subsidiary company accounts).

and

**4. Third Party Account Board Resolution** to be completed by Limited Companies (in conjunction with the Third Party Terms and Conditions) to register accounts under a different company name (e.g. subsidiary company accounts).

**Please post your completed forms to your Ulster Bank Relationship Manager or:**

Anytime Business Helpdesk  
FREEPOST  
Ulster Bank Ireland Ltd  
Ulster Bank Group Centre  
Georges Quay  
Dublin 2

Phone: **1850 424 700**  
email: [anytimebusiness@ulsterbank.com](mailto:anytimebusiness@ulsterbank.com)

Ulster Bank also offers a File Transfer service via  
Anytime Business.  
Please contact us if you would like further information.

**You should retain a copy of the documentation for your own records**

**email : [anytimebusiness@ulsterbank.com](mailto:anytimebusiness@ulsterbank.com)**

Ulster Bank Ireland Limited  
Registered in Republic of Ireland. No. 25766  
Registered Office: Ulster Bank Group Centre, George's Quay, Dublin 2  
Ulster Bank Ireland Limited is regulated by the Irish Financial Services Regulatory Authority  
Calls may be Recorded

# Anytime Business

## 1. Business Registration Form

PLEASE COMPLETE IN BLOCK CAPITALS

### Notes

**1.1 Address for place of Business**  
This is the Company address and the address to which all correspondence in relation to this service will be sent.

**1.2 Principal User**  
This is the person responsible for the service, including additional user set-up and maintenance.

**1.3 Security Information**  
Your security information is used to confirm your identity if you need to call a Customer Adviser. Please write a question and answer which is personal to you e.g. what is my dog's name? Your question should **NOT** relate to your date of birth, memorable dates, place of birth, mother's maiden name or favourite colour. Max of 40 characters for the Question and max 40 characters for the Answer. To preserve confidentiality of your security information please ensure you keep these forms safely.

Your Branch Sort Code	9	8					*
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\*Sort code and new account number must be inserted before returning the forms to the Anytime Business Helpdesk

### 1.1 Your Company Details

Company name	
Address for place of business PLEASE WRITE IN BLOCK CAPITALS	
Telephone number (including STD area code)	
Fax number	

#### For Bank Use only

Company ID	
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### 1.2 Principal User Details

Salutation	MR/MRS/MISS/MS delete as appropriate
Name	
E-mail address**	

\*\*If you would like to receive information on Anytime Business via e-mail in the future, tick here

### 1.3 Principal User Security Information

Question	
Answer	
Mother's maiden name	

#### For Bank Use only

Registration number	
---------------------	--

email : [anytimebusiness@ulsterbank.com](mailto:anytimebusiness@ulsterbank.com)

**Notes**

**1.4 Your Business Accounts**

You can register up to 15 business accounts on the Anytime Service. Please note that if you select services that incur a monthly charge, the charges will be debited from the first account listed here.

**Note:**

Only accounts under the same company name can be registered. To register other Third Party accounts under the same Anytime Business registration:

- Limited Company please fill in the Third Party Account Board Resolution and Third Party Terms and Conditions.
- Sole Trader/Partnership/ Unincorporated Body please fill in the Third Party Terms and Conditions.

**1.4 Your Business Accounts**

Sort code

Account number

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**1.5.1 Account Servicing (No monthly charge)**

You are automatically registered for free Account Servicing.

**1.5.2 Payment Services (Domestic only)**

Notwithstanding introductory or other special offers, Payment Services normally incur a monthly charge. See Section 10 in the Terms and Conditions for details.

- (a) This service is optional.
- (b) The Company may choose for the Principal User to be unable to make payments (i.e. only Additional Users may make payments).
- (c) The Company may prevent the Principal User signing up for Payment Services in the future.

**1.5 Your Anytime Business**

Service	Monthly Charge	Please tick if required
<b>1.5.1. Account Servicing</b>	No monthly charge	<input checked="" type="checkbox"/>
<b>1.5.2. Payment Services (Domestic Payments Only)</b>	€19.05	
(a) Do you want to sign up for Payment Services? If 'Yes', please select the payment types from the list below. If 'No', please go to 1.5.2(c)		Yes/No
Bill Payment		<input checked="" type="checkbox"/>
3rd Party Transfer		
Inter Account Transfer (includes all accounts listed above)		
Staff Payroll (Maximum 50 staff)		
(b) If you selected 'Yes' at 1.5.2(a), do you want the Principal User to be permitted to make payments?		Yes/No
(c) If you selected 'No' at 1.5.2(a), do you want the Principal User to be permitted to register the Company for Payment Services at a later stage?		Yes/No

**1.6 The Principal User must sign the Business Registration form**

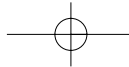
Before signing here please note the following;

- Limited Company**  
The person/s authorised on the Board Resolution must sign the Business Registration form.
- Partnership**  
Where the customer is a partnership, all partners must sign the Business Registration form.
- Sole Trader/ Unincorporated Body**  
Where the customer is a Sole Trader/ Unincorporated Body the Business Registration form must be signed in accordance with their existing mandate with Ulster Bank.
- Joint Account**  
Where the customer holds a joint account, each party to the account must sign the Business Registration form.

**1.6 Your Agreement**

**Giving Your Consent**  
It is important that you read and understand the Data Protection section ('Your Information') in the attached Terms and Conditions. By signing this application, you agree that we can use your information in this way. I/We have read and agree, for and on behalf of the company, to be bound by the Ulster Bank Anytime Business Terms and Conditions (including 'Your Information'), and confirm that all information provided is complete and factually correct.

Principal User's Name	
Principal User's signature (mandatory)	
Signature _____	Position _____
Name _____	Date _____
Signature _____	Position _____
Name _____	Date _____
Signature _____	Position _____
Name _____	Date _____



**Notes**

The Company Board is required to pass the following resolution in order to confirm that the Company has approved this application for Ulster Bank Anytime Business.

# Board Resolution

## to be completed by Limited Companies only

To Ulster Bank Ireland Limited

At a meeting of the Board of Directors\* of

\*Name of company

(*the Customer*)

held on the

day of

20

**IT WAS RESOLVED**

1. that the Customer apply to Ulster Bank Ireland Limited for the right to access and use the Service referred to in the Terms and Conditions produced to the meeting ( the "Terms and Conditions")
2. that the Terms and Conditions have been reviewed by the Customer and are hereby approved;
- 2.1 that  (name(s) and position(s) within company) are authorised to sign the Business Registration Form and in that context accept the Terms and Conditions in the form now produced to and approved by the meeting for and on behalf of the Customer in respect of the Customer's account (s) listed on the Business Registration Form.
3. that the accounts referred to in clause 2 above and any additional accounts notified to the Bank in accordance with this Mandate, given as a Resolution, will become Registered Accounts subject to and in accordance with the Terms and Conditions.
4. without prejudice to the Terms and Conditions, that  (name and position within company) shall be appointed the Principal User for the purposes of the Terms and Conditions and that the Principal User be and is hereby authorised to notify the Bank in writing or by any other means agreed with Ulster Bank; in order to:
  - 4.1 delete a Registered Account(s) or Third Party Account (s) ( where the Third Party Account (s) had been registered on the Service) from the Service or from elements of the Service and /or to add one or more accounts to the Service or to certain elements of the Service, which latter accounts will become Registered Accounts subject to and in accordance with the Terms and Conditions or
  - 4.2 to add or remove an Additional User to the Service entirely or to elements of the Service in respect of one or more Registered Accounts or Third Party Accounts ( where Third Party Accounts have been registered on the Service) or
  - 4.3 to register the Customer for the Payment Services module in respect of one or more Registered Accounts and Third Party Accounts (unless otherwise stated on Section 1.5.2(c) on the Business Registration form) or
  - 4.4 to make and/or collect payments in respect of one or more Registered Accounts or Third Party Accounts (where Third Party Accounts have been registered on the Service); (unless otherwise stated on Section 1.5.2(b) on the Business Registration form).
5. That where the Bank requires from time to time any additional documentation signed in relation to the Service, that the Principal User be and is hereby authorised to sign on behalf of the Customer such additional documentation.
6. That the Instructions given to the Bank pursuant to this Mandate given as a Resolution are supplemental to and not in substitution for and shall not revoke any existing Instructions or mandates given to the Bank by the Customer relating to the conduct and operation of the Registered Accounts.

Certified that the above Resolutions were duly passed and entered in the Minute Book of the Company and duly signed by the Chairman and Company Secretary.

Dated

**Chairman of meeting**

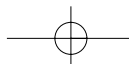
**Company Secretary**

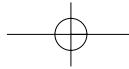
Name

Name

Signature

Signature





**Please post your completed forms to your Ulster Bank Relationship Manager  
or:**

**Anytime Business Helpdesk  
FREEPOST  
Ulster Bank Ireland Ltd  
Ulster Bank Group Centre  
Georges Quay  
Dublin 2**

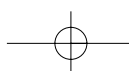
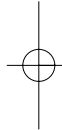
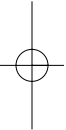
**Phone: 1850 424 700  
email: [anytimebusiness@ulsterbank.com](mailto:anytimebusiness@ulsterbank.com)**

If you require any additional forms or have any queries on Ulster Bank  
Anytime Business, please contact us on the above address

**You should retain a copy of the documentation for your own records**

**email : [anytimebusiness@ulsterbank.com](mailto:anytimebusiness@ulsterbank.com)**

Ulster Bank Ireland Limited  
Registered in Republic of Ireland. No. 25766  
Registered Office: Ulster Bank Group Centre, George's Quay, Dublin 2  
Ulster Bank Ireland Limited is regulated by the Irish Financial Services Regulatory Authority  
Calls may be Recorded



## Terms and Conditions for Ulster Bank ANYTIME Business

### Please detach and retain for your records

These Terms and Conditions set out the agreement between the Customer and Ulster Bank Ireland Limited for the use of Ulster Bank Anytime Business. The Service is provided in conjunction with such of the Customer's and Third Party Accounts which may participate in the Service, with the consent of Ulster Bank Ireland Limited.

#### 1. Business Registration Form

- 1.1 where the Customer holds a joint Account, each party to the Account must sign the Business Registration Form;
- 1.2 where the Customer is a partnership, all partners must sign the Business Registration Form;
- 1.3 where the Customer is a limited company or a sole trader, the Customer must sign the Business Registration Form and also where the Customer is a limited company, it must provide a certified copy of a Board Resolution in the format required by the Bank approving the Terms and Conditions.

#### 2. Definitions

"Additional User" means any individual nominated by the Principal User to have access to the Service or the parts of the Service specified by the Principal User  
 "Alert" means a message sent by the Bank via Fax or email to a User advising the User that action is required  
 "Bank" means Ulster Bank Ireland Limited  
 "Board Resolution" is a document containing a series of resolutions to be passed by the Board of the Customer and which amongst other things approves the Terms and Conditions  
 "Business Registration Form" means a Bank application form which is required to be signed on behalf of the Customer in which amongst other things, the accounts which the Customer requires registered for the Service (which when accepted for the Service become Registered Accounts) are specified and the details of the Principal User are also specified  
 "Business Day" means any day on which the Bank is open for general banking business in the Republic of Ireland  
 "Customer" means each of the joint Registered Account holders, the limited company, partnership, sole trader, or other unincorporated body who has signed the Business Registration Form and agreed these Terms and Conditions with the Bank  
 "Customer Service Adviser" means a Bank employee authorised to provide Customer Service by telephone for Ulster Bank Anytime Business  
 "Instruction" means any request or instruction in electronic form given by the Customer to the Bank by using the Service, given on its own behalf in respect of a Registered Account or given as agent of a Third Party in relation to a Third Party Account  
 "Inter Account Transfer" means a transfer from a Registered Account to another Registered Account, or a transfer from a Third Party Account to a Registered Account or vice versa  
 "Passphrase" means the unique phrase which the User chooses and keys themselves each time they wish to use the Service  
 "Principal User" means the person named on the Business Registration Form or any new or replacement Principal User appointed by the Customer in accordance with clause 5.2.5 below, in either case having such access rights to the Service as agreed with the Bank and also the person responsible for the day to day operation and administration of the Service. This person is entitled on behalf of the Customer to nominate or remove Additional Users to/from the Service and to vary the access rights and elements of the Service to which an Additional User has access  
 "Reconciliation" is an additional service provided by the Bank for reconciliation purposes and produces a copy of transactions detailed on the Customer or Third Party's statement  
 "Registered Account" means any account held by the Bank in the name of the Customer that has been accepted for registration on the Service  
 "Registered Third Party Account" means an Account maintained in any branch of a bank or a financial institution in the Republic of Ireland having an 8 digit account number and a 6 digit sorting code, which has been registered for use with Ulster Bank Anytime Business  
 "Registration Number" means the unique identification number allocated by the Bank to each User of the Service which must be keyed along with a Passphrase each time the User wishes to use the Service  
 "Service" means such of the services comprising Ulster Bank Anytime Business, to which access is granted by the Bank to the Customer, on the Customer's own account and/or to the Customer as agent of one or more Third Parties  
 "Third Party" means a company or individual other than the Customer, who has signed with the Bank the Third Party Terms and Conditions  
 "Third Party Account" means any account held by the Bank in the name of a Third Party and which is specified in the Third Party Terms and Conditions and which has been accepted for registration on the Service  
 "Third Party Terms and Conditions" means the document in a form required by the Bank and executed by the Third Party with the Bank in relation to those Third Party Accounts specified in the document  
 "UBAMTS" is an additional service and is the Ulster Bank's Automated Money Transfer Service which may be used by the Customer to submit bank giro credits and/or direct debits through the Service  
 "Ulster Bank Anytime Business" means the range of on line banking services provided by the Bank from time to time of which the Service forms part.  
 "User" means the Principal User or any Additional User  
 "User Guide" means any guide to the Service which is made available to the Customer via the Internet or otherwise.

#### 3. The Service and Third Party Transactions

- 3.1 The Service is made available in accordance with these terms and conditions, the Third Party Terms and Conditions and any documents incorporated by reference. In the event that the Customer wishes to make an Instruction in respect of an account held in the name of a Third Party, the Customer shall procure or assist the Bank in procuring such Third Party, executes the Third Party Terms and Conditions, under which amongst other things the Third Party will become bound by the provisions of these Terms and Conditions undertaken by the Customer as agent of the Third Party. The Customer undertakes that before giving any Instruction in relation to a Third Party Account, to ensure it has all necessary authorities from the Third Party to undertake the obligations, acknowledgements, agreements and undertakings herein contained as agent of such Third Party.

#### 4. Availability

- 4.1 Subject to these terms and conditions and the User Guide, access to the Service is available to the Customer 24 hours a day, 365 days a year.
- 4.2 Occasionally it may be necessary to interrupt the Service to carry out essential or routine maintenance, upgrade or repair work. Where practicable the Bank will endeavour to give advance notice to the Customer.
- 4.3 Additionally the Bank shall be entitled at its absolute discretion to restrict access to the Service or elements thereof to certain days or to particular times of a day and to set time limits on each access and use of the Service or elements thereof.
- 4.4 The Service will be made available to the Customer when all relevant documentation has been verified by the Customer's branch or Relationship Manager and the information in it has been stored on to the Bank's system. At that time, charges relating to the Service start accruing. The Service will be made available to the Customer as agent for a Third Party as provided in clause 3 above. If for any reason the Service is unavailable or the Customer is unable to access the Service, the Customer should contact their branch or Relationship Manager, and subject to the Customer's existing mandate with the branch, routine banking business can be carried out.

#### 5. Customer's Responsibilities

- 5.1 The Customer undertakes on its own behalf and as agent of each Third Party to be fully responsible for: ensuring that the Principal User and each Additional User, abide by the Terms and Conditions and any User Guide ("the documents") as if each of them were a party to the documents;
- 5.1.1 the activities of each Principal User and each Additional User each time they access and use the Service including for all transactions carried out after a Principal User or Additional User's Registration Number and Passphrase have been entered and until the Principal User or Additional User logs out of the Service.
- 5.1.2 ensuring that any equipment, devices, software or telecommunications systems used are compatible with the Service.
- 5.2 The Customer undertakes on its own behalf and as agent of each Third Party (with the exception of clauses 5.2.5, 5.2.6 and 5.2.7 below which apply to the Customer only) :  
 5.2.1 to immediately inform a Customer Service Adviser in writing of any change of name, change of business

- name, change of address, change of phone number or email address in respect of the Customer or Third Party;
- 5.2.2 to notify the Bank immediately by telephoning a Customer Service Adviser, if the Customer notices any discrepancy or error in the provision of the Service whether it relates to a Registered Account or a Third Party Account or otherwise;
- 5.2.3 to use the Service only for lawful purposes and undertakes not to use the Service to receive or transmit material that is obscene, offensive, defamatory, in breach of confidence or in breach of any intellectual property right or to make any payment where to do so would be in breach of any applicable law or order of a court or competent authority;
- 5.2.4 to use the File Transfer service to submit payment files only within the credit limit set out in the UBAMTS application form and authorised by the Bank and/or raise direct debits subject to the terms and conditions of the direct debiting scheme in the Republic of Ireland;
- 5.2.5 to notify the Bank by telephoning a Customer Service Adviser immediately if a Principal User or Additional User leaves the employment of the Customer and / or is to be removed from the Service or part of it and to ensure that such oral communication is confirmed in writing by letter (i) signed by the Company Secretary or signed in accordance with the mandate held by the Customer's branch of the Bank where the leaver or party removed is the Principal User (ii) signed by the Principal User, where the leaver or party removed is an Additional User. The Bank will not be liable for any Instructions received or acted upon from the time the oral communication is made until the date of receipt by the Bank of the written notification to the Bank
- 5.2.6 when notifying the Bank of the appointment of a replacement Principal User, that such notification is made to the Bank in writing by letter and signed in the case where the Customer is a limited company, by the Company Secretary of the Customer and supported or ratified by a resolution of the board of directors of the Customer;
- 5.2.7 that any notification relating to (i) the deletion of a Registered Account(s) or Third Party Account from the Service or from elements of the Service and /or (ii) the addition of one or more accounts to the Service or to part of the Service, or (iii) the addition of or removal of an Additional User to/from the Service entirely or to elements of the Service in respect of one or more Registered Accounts or (iv) the registration of the Customer in its own name for the Payment Services module in respect of one or more Registered Accounts or as agent for a Third Party for the Payment Services module in respect of one or more Third Party Accounts (unless otherwise stated on Section 1.5.2(C) on the Business Registration form), in each instance is made in writing and signed by the Principal User of the Customer at that point in time;
- 5.2.8 to ensure the medium receiving an Alert message is in full working order and that the contact details are correct. If the Fax option is chosen, 3 attempts will be made to fax the Alert message to the designated number.
- 5.3 Notwithstanding the death or incapacity of the Customer or a Third Party, all Instructions acted upon by the Bank shall be valid and binding upon (i) the Customer or the Customer's estate where one or more Registered Accounts are concerned (ii) the Third Party or Third Party's estate in respect of the Third Party Accounts concerned, if in either case, made prior to the receipt in writing by the Bank of notice of death or incapacity from the deceased's personal representatives in the case of death or lawfully appointed representative in the case of incapacity.

#### 6. Authority

- 6.1 The Customer on its own behalf and as agent of each Third Party:  
 6.1.1 requests and authorizes the Bank to (i) register the Customer in its own name for the Payment Services module in respect of one or more Registered Accounts and as agent for each Third Party for the Payment Services module in respect of one or more Third Party Accounts; (unless otherwise stated on Section 1.5.2(C) on the Business Registration form) (ii) requests and authorizes the Bank to issue to the Principal User appointed from time to time by the Customer and each Additional User appointed a Passphrase and a Registration Number.
  - 6.1.2 subject to clause 6.1.7 below, requests and authorizes the Bank to act upon all Instructions in relation to the Service, received from any Principal User or from any Additional User and which incorporate a Passphrase and a Registration Number (without obligation on the Bank to take further steps to ensure, the identity of the person giving the Instructions, or the authenticity of the Instructions, or the authority of the person giving the Instructions) and without prejudice to the foregoing, to (i) apply debits arising from such Instructions to Registered Accounts and Third Party Accounts and/or collect payments in respect of one or more Registered Accounts or Third Party Accounts and (ii) to effect credits to Registered Accounts, Third Party Accounts and/or Registered Third Party Accounts notwithstanding that this may cause Registered Accounts or Third Party Accounts or any of them to be overdrawn or any overdraft thereon to be increased and (iii) to provide access to the elements of the Service
  - 6.1.3 acknowledges and agrees (i) that it cannot change or cancel Instructions once the Bank has received or acted on them and (ii) that the Bank may reverse any transfer or payments made that the Bank suspects or knows were carried out fraudulently or were in breach of these Terms and Conditions (iii) the Bank may at its absolute discretion and without incurring any liability refuse to implement a Customer's Instruction whether it relates to a Registered Account or a Third Party Account;
  - 6.1.4 acknowledges and agrees that it is responsible and liable for the accuracy, completeness and correctness of all Instructions sent to the Bank using each Registration Number and each Passphrase.
  - 6.1.5 acknowledges and agrees that the authorities given to the Bank pursuant to this clause are supplemental to and not in substitution for and shall not revoke any existing instructions, authorities or mandates given to the Bank by the Customer relating to the conduct and operation of the Registered Accounts and/or by the Third Party relating to the conduct and operation of the Third Party Accounts.
  - 6.1.6 agrees and acknowledges that the authorisations given to the Bank by reason of this clause shall remain in full force and effect unless in the case of Registered Accounts, the Terms and Conditions are terminated pursuant to clause 16 below by the Customer or in the case of Third Party Accounts, the authorities granted in relation to Third Party Accounts are revoked in accordance with the Third Party Terms and Conditions
  - 6.1.7 authorizes the Bank to debit the amount of all charges incurred by the Customer in his own name or as agent of a Third Party in connection with the Service from that account specified on the Business Registration Form or where that account is closed, the next account specified on the Business Registration Form.
  - 6.2 Where a Registered Account is a joint account or held in the name of a partnership, each party to the joint account or each partner acknowledges and agrees, that the Bank shall be entitled to act on all Instructions given to the Bank in accordance with the provisions of the Terms and Conditions from each joint account holder or each partner as the case may be and shall not be obliged to obtain the authority or consent or Instruction from the other. This means that either of you in the case of a joint account or any of you in the case of a partnership, may withdraw any money or the entire balance of the Registered Account(s) concerned without the consent of the other; that each of you are jointly and severally liable for repaying the full indebtedness that may arise and additionally are jointly and severally responsible for compliance with the provisions of this Terms and Conditions.
- #### 7. Processing Times and Value of Customer's Instructions
- 7.1 The Customer acknowledges for itself and each Third Party that (i) Instructions via the Service must be issued before the cut-off times specified in the User Guide, if the Instructions are to be processed on the Business Day on which the Instructions are received; normally Instructions received at any other time or on a non Business Day will be processed the next Business Day and (ii) the maximum amount that can be transferred or submitted as the case may be using the various modules of the Service will be the amount stipulated by the Bank from time to time for each of the modules concerned. When using the future dated payment option, the Customer undertakes for itself and as agent of each Third Party to ensure that adequate cleared funds are available in the Registered Account or Third Party Account as the case may be, to be debited at close of business on the day prior to the due date, and on the due date, being a Business Day.
  - 7.2 Reconciliation files relating to Registered Accounts and Third Party Accounts are made available as provided in the User Guide from time to time.

#### 8. Security

- 8.1 The Service uses a combination of Registration Number, Passphrase, encryption and PKI technology to verify the Customer and Bank's identity.
- 8.2 The Customer undertakes for itself and as agent of each Third Party :
- 8.2.1 to operate the Service in accordance with the security provisions detailed in these Terms and Conditions, any User Guide, other communications and documentation as made available on line or as issued to the Customer by the Bank from time to time;
- 8.2.2 (a) to ensure that each Registration Number and Passphrase is not misused or improperly used, (b) that the guidance in relation to each of them as set out in the User Guide is followed; (c) to ensure the confidentiality of the information provided by or accessed by using the Service (d) to prevent unauthorised or improper use of the Service and acknowledges and agrees that the Bank shall have no obligation to supervise or enquire into the operation of such security arrangements or the efficiency of the same;
- 8.2.3 to notify the Bank immediately by telephoning a Customer Service Adviser, if it knows or suspects that a Registration Number and/or Passphrase might be known to a third party, being other than the person to whom it was issued or by whom it was generated as the case may be. If the Customer fails to do so, the Customer will be liable for any unauthorised transactions on Registered Accounts and/or Third Party Accounts;
- 8.2.4 to ensure (i) that the Principal User or any Additional User exits the Service when leaving their PC unattended for any length of time (ii) that no viruses or spyware programs are introduced into the Service.

**9. Unauthorised Overdrafts**

- 9.1 The Customer undertakes in relation to each Registered Account not to create an unauthorised overdraft or otherwise exceed an approved limit on a Registered Account by using the Service and in relation to each Third Party Account as agent of each Third Party not to create an unauthorised overdraft or otherwise exceed an approved limit on a Third Party Account by using the Service. Unauthorised overdrafts will be liable for interest and charges at current rates.

**10. Charges and Fees**

- 10.1 Account Servicing and File Transfer modules are currently free of charge. **The Payment Services module currently costs 19.05 Euro per month.** Additional charges will apply for the UBAMTS and the Reconciliation service and details are available from your eBanking consultant.
- 10.2 Transactions made using the Service will be charged at the prevailing rate for automated transactions for the Registered Account and Third Party account type. The charges for these transactions are outlined in the Account Fees and Ancillary Charges insert which is available from your branch. Any other charges that are applicable in the normal course of business will continue to apply to Registered Accounts and Third Party Accounts.
- 10.3 The Bank may vary these charges or introduce new charges by telling you the Customer and each Third Party at least 30 days before the change takes effect. The Bank may tell you by stipulating 30 days in advance in one national newspaper that the variation will take place and that the details of the changes that will take effect may be viewed by logging onto the Service any time after the date the variations are to take effect. If the Customer accesses and uses the Service, after the date they have effect, the Customer is deemed to have accepted these on his own behalf and as agent of each Third Party.

**11. Indemnity**

- 11.1 The Customer shall hold the Bank harmless against any actions, suits, claims, demands, losses, liabilities, damages, costs and expenses which may be brought against or suffered or incurred by the Bank as a direct or indirect consequence of a breach by the Customer of the Terms and Conditions (and the terms of any User Guide) relating to the Service and required to be observed or performed by the Customer whether on his own account or as agent of any Third Party.

**12. Liability**

- 12.1 The Customer on its own behalf and as agent of each Third Party acknowledges and agrees that :
- 12.1.1 the Bank shall not be liable to the Customer or any Third Party for any loss, damage, liability or expense suffered by the Customer or any Third Party arising directly or indirectly from (i) the Service, or any part of it not being available (ii) the Bank reversing or for failing to carry out Instructions, at the requested time or at all (iii) information that was keyed in incorrectly or omitted by the Customer while giving Instructions to the Bank (iv) the carrying out of unauthorised Instructions which are sent using the Service.
- 12.1.2 that the Bank shall not be liable under these Terms and Conditions to the Customer or any Third Party for any indirect, consequential or special loss or damage or for any loss of profits, whether or not foreseeable and whether arising in contract, tort, breach of statutory duty or otherwise.
- 12.1.3 that the maximum aggregate liability of the Bank for any direct loss or damage suffered by the Customer or any Third Party and whether arising in contract, tort, breach of statutory duty or otherwise shall be as follows: (a) where monies are taken from a Registered Account or Third Party Account due to the Bank's negligence or breach, the amount so debited, provided that in the case where the claim relates to a Registered Account, the Customer will be responsible for all payments the Bank makes or has made if the Customer has acted fraudulently or was negligent or the Customer was in breach of the provisions of these Terms and Conditions or where the claim relates to one or more Third Party Accounts, the Customer as agent of the Third Party concerned will be responsible for all payments the Bank makes or has made if the Customer acting as agent of the Third Party has acted fraudulently or was negligent or the Customer acting as agent of the Third Party was in breach of the provisions of these Terms and Conditions (b) if the Bank carries out the Customer's Instructions (whether on its own behalf or agent of a Third Party) incorrectly, the Bank will be liable for any resulting direct loss or damage up to the lower of the (bi) amount of such loss or damage or (bii) the amount of any interest the Customer or the Third Party as the case may be did not receive or had to pay as a result of the Bank incorrectly carrying out the Instruction(s)
- 12.1.4 Where the Customer is a partnership, each partner is jointly and severally liable on these Terms and Conditions. Where a Registered Account is a joint account, each party on the joint account is jointly and severally liable on these Terms and Conditions.

**13. Recording Calls**

- 13.1 The Customer consents for itself and as agent of each Third Party, to the Bank monitoring, copying and recording instructions received by way of the Service or calls made to Customer Service Advisers and in the event of a dispute arising in relation to Instructions given or alleged to have been given, the records kept by the Bank shall be conclusive proof of such Instructions in the event of a dispute and for the purposes of determining such dispute.

**14. Confidential Information**

- 14.1 The Customer on its own behalf and as agent of each Third Party acknowledges and agrees that the Bank may disclose Customer and any Third Party details and information (i) to confidentially appointed agents acting on the Bank's behalf for the provision of the Service, or (ii) where disclosure is made at the Customer's request or with the Customer's consent, express or implied ( the request or consent is assumed relate to the Customer and each Third Party, unless the Customer indicates to the contrary ), or (iii) where there is a public duty to disclose including situations where the interests of national security require disclosure, or (iv) where disclosure is reasonably necessary for the protection of the Banks interests (v) where the Bank is required to disclose information under compulsion of Irish law or foreign law.

**15. Variation**

- 15.1 The Customer for itself and as agent of each Third Party acknowledges and agrees (i) that the Bank may change these Terms and Conditions and (ii) to be responsible for ensuring that any variation in the Terms and Conditions is approved by the Customer and each Third Party before the variation is to take effect and

the Service is accessed and used. If the Customer accesses and uses the Service after the date they have effect, the Customer is deemed to have accepted the changes on his own behalf and on behalf of each Third Party.

- 15.2 The Bank will contact the Customer and any applicable Third Party direct at least 30 days before the Bank make the change. The Bank may effect this direct contact, by stipulating 30 days in advance in one national newspaper that the variation will take place and that the details of the changes that will take effect may be viewed by logging onto the Service.

**16. Termination**

- 16.1 The Customer may terminate these Terms and Conditions, by giving notice in writing to the Customer Service Adviser.
- 16.2 The Bank may by notice in writing served on the Customer and any Third Party terminate the agreement established by the Terms and Conditions and/or the Third Party Terms and Conditions (i) on 30 days notice to that effect or (ii) immediately or suspend the provision of the Service or stop supplying the Service, or refuse to carry out an instruction at the requested time or at all if:-
- 16.2.1 the Customer whether acting on his own behalf or as agent of any Third Party breaches any of the Terms and Conditions, the Third Party Terms and Conditions or of the terms and conditions applying to any other service of the Bank;
- 16.2.2 the Customer or Third Party becomes insolvent or any step is taken for liquidation, bankruptcy, receivership, administration, dissolution or other similar actions occur in relation to the Customer or Third Party;
- 16.2.3 the Bank knows or suspects that there are grounds for fraud or misuse, or an unwillingness or inability on the part of the Customer on its own behalf or as agent of a Third Party to comply with these Terms and Conditions;
- 16.2.4 reasonably necessary in any circumstance to protect the Bank or the Customer or a Third Party.
- 16.3 Unless terminated by either party, these Terms and Conditions will continue for as long as the Customer holds Registered Accounts that have been registered for use with the Service.

**17. General**

- 17.1 The Customer on its own behalf and as agent of each Third Party acknowledges and agrees that the Bank shall not be liable to the Customer or any Third Party for any delay or non performance of any of its obligations under these Terms and Conditions to the extent it arises from any cause or causes beyond its reasonable control;
- 17.1.2 that if any provision or portion of these Terms and Conditions shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of law, that provision or portion of the Terms and Conditions shall be deemed omitted and the remaining provisions shall remain in full force and effect;
- 17.1.3 that clauses 6 (as necessary for the Bank to give effect to Instructions) and clauses, 11, 12, 13, and 17 shall survive the expiry or termination of these Terms and Conditions howsoever caused;
- 17.1.4.1 any notice or other communication required or permitted to be given by the Customer to the Bank ( with the exception of Instructions sent over the internet to access and use the Service or notifications required to be made by telephone ) in connection with the Service shall be given in writing and posted to eBanking Business Division, Ulster Bank Group Centre, George's Quay, Dublin 2;
- 17.1.4.2 save as specifically provided otherwise in the Terms and Conditions, all notices or other communications which are required or are permitted to be given pursuant to these Terms and Conditions by the Bank to the Customer shall be in writing and shall be addressed to the address of the Customer stated on the Business Registration Form or as otherwise notified in writing from time to time by the Customer to the Bank. Delivery of any such notices or communications may be made by hand delivery, pre-paid ordinary post, or facsimile transmission;
- 17.1.5 these Terms and Conditions and the Third Party Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Ireland;
- 17.1.6 these Terms and Conditions shall not prejudice the application of other terms and conditions of the Bank, provided that in the event of any conflict between those terms and conditions and the within Terms and Conditions and for the purposes of interpretation, the order of priority that will apply is (i) these Terms and Conditions (ii) any earlier version of the Terms and Conditions and (iii) the other terms and conditions. Any earlier Terms and Conditions relating to the Service are revoked, save that such revocation shall not extend to any authorities given in any Business Registration Form or mandate.

**Data Protection Terms and Conditions**

**Your information**

- (i) Your account is with Ulster Bank Ireland Limited who is the data controller.
- (ii) We are a member of the Royal Bank of Scotland Group (The Group). For information about our Group of Companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About us' or for similar enquiries please telephone 00353 131 556 8555 or Textphone 0044 845 900 5960

**Your electronic information**

- (iii) If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

**How we use your information and who we share it with**

- (iv) We may use and share your information with other members of the Group to help us and them. It will be used, for example, to help develop customer relations or to help us make credit related decisions about you. Such credit-related decisions may be made solely by means of automatic processing. You consent to such processing.
- (v) Your information includes information about your transactions.
- (vi) We may link information between your accounts and other products and services you hold with us. We may also link information between you and others with whom you have a financial link. Unless you consent, we will not use the links for marketing purposes.
- (vii) We do not disclose your information to anyone outside of the Group except-

- Where we have your consent
- Where we are required or permitted to do so by law
- To other companies who provide a service to us or you
- Where we may transfer rights and obligations under this agreement

- (viii) From time to time we may change the way in which we use your information. Where we believe you may not reasonably expect the change we shall notify you.

- (ix) If you would like a copy of the information we hold about you, please write to your branch. A fee may be payable.

**Credit Reference and Fraud Prevention Agencies**

- (x) We may make periodic searches of, and provide information to (including how you manage your account and any arrears), credit reference agencies, fraud prevention agencies and the Group to manage and take decisions about your account. Such information may be used by other credit providers to make decisions about you.
- (xi) We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at Ulster Bank, Customer Relations, Network Support, PO Box 145, Freeport Dublin 2. The agencies may charge a fee.

## Anytime Business

# 2. Additional User Form

### Notes

The Principal User should complete this side of the form **ONLY** before giving to the Additional User.

### Access Rights

As the Principal User you must define the accounts accessible by the Additional User.

Company Name

Additional User Name

### Select Accounts

Sort code

Account number

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### Anytime Business Services

Select the services you wish the Additional User to have access to.

The Principal User will be required to create and maintain the Additional User's profiles for Payment Services.

The Principal User is also responsible for the training of Additional Users and ensuring they are aware of good security practice and that they have read and accepted the Terms and Conditions.

**Please Note:** If your company has not registered for Payment Services you will not have access to this service

Select Anytime Business Services	Please tick ✓
Balance Information	<input type="checkbox"/>
Account Activity	<input type="checkbox"/>
Transaction Details	<input type="checkbox"/>
Transaction Search	<input type="checkbox"/>
Transaction Download	<input type="checkbox"/>
Cheque/Credit Book request	<input type="checkbox"/>
View standing order	<input type="checkbox"/>
Payment Services	Please tick ✓
Bill Payment	<input type="checkbox"/>
3rd Party Transfer	<input type="checkbox"/>
Inter Account Transfer (includes all accounts listed above)	<input type="checkbox"/>
Staff Payroll	<input type="checkbox"/>

Principal User's Name

Principal User's signature (mandatory)

Dated

email : [anytimebusiness@ulsterbank.com](mailto:anytimebusiness@ulsterbank.com)



# Additional User Personal Details

to be completed by the Additional User

**Notes**

**Additional User Information**

Please ensure that you have read and accepted the Terms and Conditions.

**E-mail Address**

This may be used to provide you with information about the Anytime Business Service.

**Security Information**

Your security information is used to confirm your identity if you need to call a Customer Adviser at any time.

Please write a question and answer which is personal to you e.g. what is my dog's name? Your question should **NOT** relate to your date of birth, memorable dates, place of birth, mother's maiden name or favourite colour. Maximum 40 characters for the Question and max 40 characters for the answer. To preserve confidentiality of your security information please ensure you keep these forms safely.

**For Bank Use only**

Company ID	
Salutation	MR/MRS/MISS/MS <i>delete as appropriate</i>
Name	
Telephone number (including STD area code)	
Fax number	
E-mail address*	

\*If you would like to receive information on Anytime Business via e-mail in the future, tick here

**Security Information**

Question	
Answer	
Mother's maiden name	

**For Bank Use only**

Registration number	
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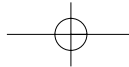
**Giving Your Consent**

It is important that you read and understand the Data Protection section ('Your Information') in the attached Terms and Conditions. By signing this application, you agree that we can use your information in this way.

**Additional User Signature**

Date

TO PRESERVE THE CONFIDENTIALITY OF YOUR SECURITY INFORMATION PLEASE SEAL AND RETURN TO YOUR PRINCIPAL USER.



**Notes**

Where a Limited Company, Partnership, Unincorporated Body or Sole Trader wishes to nominate accounts that are under a different name (e.g. subsidiary accounts), this form must be filled in by the Third Party account holder.

If the Third Party account holder is a Limited Company the Third Party Account Board Resolution (overleaf) must be completed also.

Consent is required to ensure that Ulster Bank has the authority of Third Party account holders to report their balances and other information to the main applicant, and, if applicable, to make transfers and payment from their accounts at the request of the main applicant.

If the main applicant wishes to nominate additional Third Party accounts, this form may be photocopied and filled in by the authorised signatories of each Third Party account.

# 3. Third Party Terms and Conditions

1. Where a subsidiary company of the Customer or any other company ("the Third Party") wishes its (or his) account(s) to be included on an Ulster Bank Anytime Business service ("the Service") which has been made available to another organisation, the Third Party should complete this form.

[please insert name of the Third Party]

refers to the Ulster Bank Anytime Business Terms and Conditions ("the Terms and Conditions") between

Organisation Name:

[insert full legal name of Organisation that already has the Anytime Business service/is applying for the Anytime Business Service. If the Organisation already has the Anytime Business Service, please insert their Principal User's Registration Number:           ] (" the Customer")

and Ulster Bank Ireland Limited ("the Bank") whereby the Bank agreed to provide the Customer with the Service.

2. By the paragraph of the Terms and Conditions entitled "Service and Third Party Transactions", it was provided amongst other things, that the Customer would be entitled to make an Instruction (including, for the avoidance of doubt, an Instruction to make a payment) in respect of an account/s in the name of a third party ("a Third Party Account") provided that any such third party executes the Third Party Terms and Conditions ( being a document in a form required by the Bank).

3. As such a third party, the Third Party authorises and (or he) consents to the disclosure by the Bank of details on the following account/s

Account Number           Sort Code

Account Number           Sort Code

("the Third Party Accounts") and of all transactions on those Third Party Accounts to the Customer and requests of the Bank that these Third Party Accounts be added to the Service so that the Customer can give Instructions as agent of the Third Party as provided in clause 6 of the Terms and Conditions.

4. In consideration of the Bank providing access to the Service to the Customer as agent of the Third Party in accordance with the Terms and Conditions as supplemented by these Third Party Terms and Conditions, the Third Party acknowledges and agrees:

4.1 to the Data Protection Terms provisions and Credit reference and fraud prevention agencies provisions at the end of the Terms and Conditions, and further agrees that the Customer is authorised to bind the Third Party, as the Third Party's agent as provided in the Terms and Conditions and from the date of execution of these Third Party Terms and Conditions, by the Third Party, the Third Party will be fully bound by the Terms and Conditions as supplemented by these Third Party Terms and Conditions;

4.2 that the Third Party's sole right to access and use the Service shall be through the Customer as its agent unless it enters into a separate agreement with the Bank in relation to the Service or the Anytime Business generally;

4.3 to ensure that it has in place all necessary arrangements with the Customer, so that it is fully aware at all times of the rights exercised, authorities granted and obligations undertaken by the Customer which bind the Third Party or which could impact the Third Party;

4.4. to ensure that before any variation in the Terms and Conditions under clause 15 of the Terms and Conditions is accepted by the Customer as his agent, that he satisfies himself that it or they are acceptable;

4.5 to fully indemnify the Bank against all actions, claims, costs, expenses and damages that the Bank may suffer or incur as a result of any breach of these Third Party Terms and Conditions and or a breach of the Terms and Conditions by the Customer acting as agent of you the Third Party;

4.6 that to terminate the Terms and Conditions as supplemented by these Third Party Terms and Conditions, as they relate to you the Third Party, that the Third Party must give notice in writing to the Bank at, eBanking Business Division, Ulster Bank Group Centre, George's Quay, Dublin 2

Signed by the Authorised Person/s of the Third Party

**Authorised Person**

Name

Signature

Position

Dated

**Authorised Person**

Name

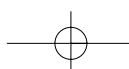
Signature

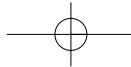
Position

Dated

Principal User's Name

Principal User's signature (mandatory)





**Notes**

To be completed by Limited Companies in conjunction with Third Party Terms and Conditions (overleaf) to register accounts under a different name (e.g. subsidiary company accounts).

## 4. Third Party Account Board Resolution

At a meeting of the Board of Directors of

("the Third Party"),

held on the  day of  20

With regard to the Terms and Conditions between Ulster Bank Ireland Limited ("the Bank") and

Organisation Name:

[insert full legal name of organisation who already has the Anytime Business service/is applying for the Anytime Business Service] ("the Customer")

for the provisions of the Service to the above Customer and the Third Party Terms and Conditions, each of them in the form now produced to and approved by the Meeting.

It was resolved that

[name/s and position/s within the Third Party] ("the Authorised Person/s")

shall be authorised to sign the attached "Third Party Terms and Conditions".

Certified to be a true copy, the same having been previously entered into the Minute Book and signed by the Company Secretary

Dated

**Company Secretary**

Name

Signature

