

# SPECIAL TERMS AND CONDITIONS FOR Direct Banking

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions and the Brochures)

## 1. Definitions

In these Special Terms and Conditions, the following terms have the following meanings:

**Access ID** means the Access ID security solution comprising a User ID, a Security Card and a Password/PIN.

**Account** and **Accounts** mean (a) a bank account or bank accounts with us or (b) a custody account or custody accounts with us or (c) any other account(s) or record(s) with us or with any other party, which we permit to be accessed by Direct Banking, either in your sole name or in the name of any Account holder or Account holders by whom you are authorised as a Nominated User;

**Account holder** means a person who has an Account held either in that person's sole name or jointly with any other person(s);

**Agreement** means an agreement governing use by you or a Nominated User of our Direct Banking services and concluded on the Terms and Conditions.

**App** means the Danske Bank Tablet Bank App (ROI) or the Danske Bank Mobile Bank App (ROI) available from the Apple or Android online stores (or such other software application distributor as may offer a Danske Bank mobile or tablet banking application from time to time) which enables the electronic receipt and transmission of information (including information in relation to an Account).

**Clause** means a Clause of these Special Terms and Conditions unless otherwise stated.

**Custody Account** means an electronic nominee account in which securities are kept, which is accessed through eBanking and is held with us by agreement pursuant to the Terms and Conditions for Custody Accounts.

**Customer Support** means the telephone service provided by us to customers, enabling customers to contact a staff member on certain specified telephone lines to obtain assistance and advice, and to arrange for the purchase of certain products and services.

**Device** means an electronic device (such as a smartphone, tablet or mobile phone which is capable of accessing the Internet or downloading the App to access Mobile Banking or Tablet Banking).

**Direct Banking** means our direct banking services, eBanking, Mobile Banking, Tablet Banking and Customer Support, which we offer subject to the Terms and Conditions.

**eBanking** means the eBanking service we make available through the Internet to enable the electronic receipt and transmission of information (including in relation to an Account).

**Help Pages** means the pages of eBanking, Mobile Banking, Tablet Banking and other pages of our website which explain how our Direct Banking services operate and how to perform various

functions associated with that service, as updated from time to time.

**Mandate** means an authority in the form required by us which the Account holder (or, in the case of joint Accounts, each Account holder) has executed to authorise a person, either an Account holder or a third party, to access and/or operate the Account or Accounts.

**Mobile Banking** means the mobile banking service we make available through an internet browser or an App on a mobile phone or smartphone to enable the electronic receipt and transmission of information (including in relation to an Account).

**Nominated User** means a person who (a) has been authorised by the Account holder (or in the case of a joint Account the Account holders) to access and/or operate an Account or Accounts through Direct Banking; (b) complies with the requirements which we specify from time to time in respect of Nominated Users (including, for example only, providing documentation we require); (c) has been accepted by us; and (d) has accepted the Terms and Conditions, and all in accordance with the Terms and Conditions and any other conditions which we may apply.

**Password/PIN means**, when using Access ID, the initial Password / PIN which we have sent to you or the new Password / PIN which you have created to replace it, as described in these Special Terms and Conditions.

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**Rules of Use** means our rules on the use of our website which are displayed on our website, as amended from time to time.

**Security card** means the card which we supply to you, which contains key numbers and security numbers, the use of which is further described in these Special Terms and Conditions.

**Securities Trading** means trading in securities by use of a custody account and our execution-only trading service, under an agreement with us pursuant to the Terms and Conditions for Security Trades.

**Special Terms and Conditions** means these Special Terms and Conditions for Direct Banking.

**Tablet Banking** means the tablet banking service we make available through an internet browser or an App on a tablet device to enable the electronic receipt and transmission of information (including in relation to an Account).

**Terms and Conditions** means these Special Terms and Conditions, our General Terms and Conditions, and where applicable, the special terms and conditions applying to any Account or service provided by us through Direct Banking.

**User** means you and any Nominated User, to whom we have furnished an Access ID enabling the use of Direct Banking.

**User Guide** means any User guide which we issue to Users in connection with the use of Direct Banking services which explains how those services operate

and how to perform various functions associated with those services, as updated from time to time.

**User ID** means the number (or alphanumeric code) which we have supplied in writing in accordance with our procedures to a prospective User as the User ID applicable to that prospective User.

## 2. General

**2.1** We offer to make Direct Banking available to you and any Nominated User on the Terms and Conditions to allow you to access or carry out transactions on an Account through the Internet, a Device or by telephone. It is a condition of use of Direct Banking that the User accepts and obeys the Rules of Use, the stipulations of the User Guide and the Terms and Conditions, and any security procedures which we may specify from time to time through Direct Banking or otherwise. The User agrees to follow the instructions in the Help Pages and the User Guide, as applicable. Separate terms and conditions will also apply to other online products and services made available to Users of Direct Banking, as well as the Terms and Conditions.

**2.2** We will provide you with an Access ID which is a security solution designed to give Account holders and Nominated Users secure access to Direct Banking and acts as your electronic signature for the purposes of signing agreements, and providing instructions to the Bank. Through Direct Banking, you will be able to access your Account or Accounts

and/or the Account or Accounts of other Account holders who have executed a Mandate or Mandates to authorise you to access and/or operate their Account(s) using Direct Banking.

**2.3** We may also allow you to use Access ID to prove your identity to us when you want to use other services including, for example, Securities Trading and Customer Support. If you use Access ID for such other services, you agree that your use will be subject to and will fully comply with the Terms and Conditions and any special terms and conditions applicable to such other services.

**2.4** Once you have agreed to accept the Terms and Conditions, you will be given a Password/PIN, a User ID and a security card which you can use to create your Access ID. Your Access ID is personal to you and you may not assign or disclose it to anyone else.

**2.5** You and any Nominated User will be taken to have read, understood and accepted the Terms and Conditions when you or such Nominated User (a) sign the Agreement; or (b) complete the Mandate(s) referred to in Clause 5 below; or (c) select and/or click the ACCEPT button on our website; or (d) download the App to your Device; or (e) use your Access ID to access Direct Banking.

## 3. Access ID security solution

**3.1** To use Access ID to access Direct Banking, Users are required to verify their identity, by giving a valid User ID, the correct Password/PIN for that

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User ID, and a security number from the Security Card that corresponds to a key number that Direct Banking will supply. Failure to supply these will result in access being denied.

**3.2** You will be given or sent your initial Password/PIN, Security Card and User ID. If any of these are posted to you, they may be sent to you separately for security reasons. You can access Direct Banking using Access ID as soon as you have received all of the components.

### **4. First logon and new Password/PIN**

**4.1** The first time that you log on to or use one of our Direct Banking services with Access ID, you must use the initial Password/PIN that we supplied to you with your security card and your User ID. You will then be asked to create a new Password/PIN to replace the one we sent you, and you must do so.

**4.2** Once you have created your new Password/PIN, that Password/PIN will form part of your Access ID. You will then use your new Password/PIN, security card and User ID each time you want to access Direct Banking.

**4.3** If you have not created your new Password/PIN within two months of receiving the letter from us containing the initial Password/PIN, you may need to contact us so that we can issue a new initial Password/PIN to you.

### **5. Nominated User**

**5.1** We may allow any person who is aged 18 years or over to be a Nominated User in respect of Direct Banking if he or she is Nominated and authorised by the Account holder (or in the case of a joint Account, the Account holders) to access and/or operate an Account in accordance with the Terms and Conditions, by such duly executed Mandate(s) as we may require.

**5.2** We reserve the right to refuse to accept the nomination of a Nominated User or to terminate the Nominated User's use of Direct Banking services or any of them. In some cases, we may not be able to explain our reasons for doing so, because we have a legal duty of confidentiality to one or more other customers.

**5.3** A Nominated User may use Direct Banking (where relevant) to access and/or operate one or more Accounts in accordance with the Mandate(s) referred to in Clause 5.1 above (provided this does not conflict with the extent to which we allow Nominated Users to access and operate Accounts as determined by us from time to time). However, you may notify us in writing in accordance with the terms of Clause 10 of the General Terms and Conditions that you wish to amend or revoke the Mandate(s) you have executed in respect of a Nominated User.

**5.4** Subject to the Terms and Conditions you are liable for any use or operation of your Account by a Nominated User as if the Account had been used or

operated by you. You must ensure that any Nominated User has read and understood the Terms and Conditions and that the Nominated User complies with the Terms and Conditions and any other applicable terms and conditions.

**5.5** A User may continue to use Direct Banking unless (a) Direct Banking services or any of them are cancelled or terminated under the Terms and Conditions; or (b) access for that User to Direct Banking services or any of them is denied under the Terms and Conditions.

### **6. Use of Direct Banking**

**6.1** Once you or a Nominated User accept the Terms and Conditions and access Direct Banking services or any of them using your or such Nominated User's Access ID (whichever is appropriate) in accordance with the Agreement, we will register you or such Nominated User as a User of Direct Banking.

**6.2** Once a User is registered, the User may use Direct Banking in accordance with the Terms and Conditions and other applicable terms and conditions.

**6.3** You and any Nominated User agree and acknowledge that (a) subject to Clause 10.7 below, a Payment Order which is given before the Processing Cut-Off Time for a Business Day will be processed on the same day, but if it is given after the Processing Cut-Off Time, it will be executed on the next Business Day after the instruction was given: (b) the balance

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information for an Account may include uncleared items; and (c) a User will not have access to a Unique Identifier provided to us by another User of the service, even where such User has access to the same Accounts through the service.

**6.4** You and any Nominated User each agree that you and any Nominated User will not make use of all or any part of Direct Banking or any information available through Direct Banking on behalf of any third party, or resell or otherwise make all or any part of Direct Banking available to a third party (other than as permitted by the Terms and Conditions).

**6.5** A User may be denied access to Direct Banking if the User fails to enter the correct Access ID on three consecutive occasions. If this occurs, you or the Nominated User must contact our Direct Banking Customer Service on 1890 812007 (or +353 1 484 3719 if calling from outside the Republic of Ireland).

**6.6** You and/or the Nominated User must advise us without delay if you and/or the Nominated User encounter any interruption or failure in Direct Banking or any part of it.

It is your and/or the Nominated User's responsibility to use other means of effecting transactions and giving and obtaining information if for any reason Direct Banking or any part of it is unavailable for use or malfunctioning.

**6.7** Details of any payments or other transactions made from your Account(s) using Direct Banking will be communicated to you in accordance with the special terms and conditions applying to each Account.

**6.8** Use of Direct Banking services for the purpose of Securities Trading is strictly subject to our Special Terms and Conditions for Custody Accounts and our Special Terms and Conditions for Securities Trades. In the event of conflict, the provisions of our Terms and Conditions for Custody Accounts and our Terms and Conditions for Securities Trades prevail over the Terms and Conditions.

## 7. Fees and interest

**7.1** When using Direct Banking, payment transactions initiated by you and any Nominated User from any of your credit card accounts with us will be treated as cash advances and charged in accordance with the terms and conditions (and current tariffs where applicable) relating to your credit card agreement which have been provided to you or the Nominated User.

**7.2** The only other charges for using Direct Banking will be our standard account charges charged in accordance with the terms and conditions governing your Account. These have been provided to you. We will notify you in accordance with Clause 6 of our General Terms and Conditions if we introduce a fee or charge relating to our services.

**7.3** The charges will be debited to the account notified by you to us in writing, or, in the absence of such notification, an account selected by us.

## 8. Mobile & Tablet Banking

**8.1** To be eligible to use Mobile & Tablet Banking you must have a Device and you must be at least 13 years old and otherwise comply with any requirements set down by the relevant software application distributor.

**8.2** When you download the App to your Device you accept that the Terms and Conditions apply in relation to your use of Mobile Banking & Tablet Banking. In addition, your use of the App is subject to the terms and conditions of the licence under which it may be downloaded from the relevant software application distributor.

**8.3** Mobile & Tablet Banking gives access to the following content and Account services:

- View Balances;
- View Transactions;
- View history of transactions;
- Transfer money (domestic payments only);
- Contact us via secure mail
- View Custody Account contents and transactions
- View market information
- Create Watchlists
- Securities Trading

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**8.4** The Bank may update the services offered via Mobile Banking or Tablet Banking from time to time.

### 8.4 Security

In addition to any other obligations or responsibilities you may have under the Terms and Conditions, you must take all reasonable steps to maintain the confidentiality of any information shown or stored on your Device in connection with your use of Mobile Banking or Tablet Banking. You are solely responsible for the safety and security of your Device.

You should as a minimum take the following steps to protect your Account information:

- Set a PIN on your Device, change it regularly and keep your keypad locked;
- Ensure that you log-off from any Mobile Banking or Tablet Banking session as soon as you have finished availing of the relevant service(s); and
- Keep your Device in your possession at all times and do not leave your Device unattended where it may be accessed by unauthorised persons.

**8.5** Mobile Banking and Tablet Banking are currently free from any charges imposed by the Bank, however you should refer to your network service provider for any additional charges that could be imposed by them. If you use Mobile Banking or Tablet Banking

while you are abroad, additional network service provider charges may apply.

### 9. Your responsibilities

**9.1** You and any Nominated User are responsible for the acquisition, operation and maintenance of any Device, mobile phone, telephone, computer and communications equipment and software which can communicate with the equipment and software used by us from time to time in supplying whichever of the Direct Banking services you wish to access. The requirements in relation to our eBanking, Mobile Banking and Tablet Banking services are set out on our website and in the Apple or Android store or such other software application distributor as may be involved in providing the App.

**9.2** You must (a) ensure that your Password/PIN is not the same as, or similar to, any other personal identification number or Password/PIN you have for any account with us or for any other service provided by us; (b) ensure that your Password/PIN does not contain combinations of words or numbers which may be easy to guess (for example, birthdays, consecutive numbers, etc); (c) change your Password/PIN at least once every three months; (d) not permit any other person to use your Access ID; (e) not disclose your Access ID or any part of it to any other person (other than us if we request it for identification purposes); (f) commit your Password/PIN and User ID to memory and not

record or store them anywhere (without limiting this, this includes recording or storing in any computer or telecommunications equipment used to access Direct Banking); (g) take reasonable care when using your Access ID to ensure that no part of it is disclosed to any other person; and (h) not make any changes to or customise any part of our security system.

**9.3** If (a) any correspondence from us containing your Password/PIN, User ID or Security Card, or those of a Nominated User, has been, or appears to have been, opened or tampered with; (b) any part of your Access ID or that of a Nominated User, becomes known (or you or that Nominated User suspect it has become known) to anyone else; (c) you or a Nominated User become aware of any unauthorised transaction or error using your Access ID or a Nominated User's Access ID; (d) you or a Nominated User become aware that a computer, Device or telephone which a User uses to access and use Direct Banking is lost, stolen or fraudulently accessed; (e) you or a Nominated User think someone else has used or may try to use your Access ID; or (f) you or a Nominated User think someone else has tried or may try to access your Account, you must notify us of this immediately by telephoning us on 1890 812007 (or +353 1 484 3719 if calling from outside Ireland)\* and follow the instructions we give you. You must confirm your telephone call in writing within seven days, and use

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the postal address that we specify to you. On written request by you, within eighteen months of notification, we will provide confirmation of the notification.

**9.4** You agree (a) to check your Account records carefully to ensure that you will notice any unauthorised or incorrect payment, transaction, dealing or error on any Account and, in any event, no later than thirteen months after the date of such payment, transaction dealing or error; and (b) to make adjustments to your own equipment and software as necessary in response to changes made by us pursuant to Clause 6 of the General Terms and Conditions.

**9.5** Save where provided to the contrary in the Terms and Conditions, you agree and acknowledge that an instruction to us using the correct Access ID via Direct Banking constitutes a valid and irrevocable authority for us to follow that instruction. Accordingly, subject to any legal or regulatory requirements, we may honour such instruction without enquiring into its purpose or the circumstances of it, even if this causes an Account to become overdrawn.

### 10. Termination

**10.1** This Agreement is of indefinite duration i.e. it will continue until you or we terminate it in accordance with Clause 4 of our General Terms and Conditions.

**10.2** Your right to use your Access ID shall terminate automatically (without notice) (a) in respect of any Accounts with us in your sole name, on the termination of the agreement in relation to such Accounts at a time when those Accounts are the only ones you are authorised to access and/or operate through Direct Banking; (b) in respect of Accounts not in your sole name but in relation to which you are authorised to use Direct Banking, on the termination of the agreement relating to use by the Account holder(s) of Direct Banking, or on the withdrawal of the Mandate in relation to your use of Direct Banking in relation to those Accounts.

**10.3** This Agreement shall terminate at two months' written notice (or, where we are permitted by applicable law, regulation or regulatory requirement to give you a shorter notice period, such shorter written notice) to you on the occurrence of any of the following: (a) you are not registered to access any Accounts via Direct Banking; or (b) you do not use your Access ID for a period of twelve months.

**10.4** On termination of this Agreement: (a) all other agreements entered into by you for the provision of services by Direct Banking will automatically terminate unless we inform you otherwise; and (b) you must immediately return to us all media and documentation relating to your Access ID.

**10.5** Any termination of this Agreement or the use of Direct Banking is without prejudice to any accrued rights and/or remedies.

**10.6** If this Agreement is terminated by either you or us at a time when you are also a Nominated User in relation to the Accounts of another Account holder, your Access ID will remain useable in relation to those Accounts notwithstanding such termination and you will continue to be bound by the Terms and Conditions until you cease to be a Nominated User.

**10.7** The termination of a User's right to use Access ID will cause the automatic termination of that User's access to Direct Banking.

### 11. Allocation of liabilities

**11.1** Subject to our General Terms and Conditions, you are liable for any breach of the Terms and Conditions committed by you and also for any breach committed by a Nominated User as if such breach had been committed by you.

**11.2** You are not liable for any unauthorised payment/losses that are caused solely by the fraudulent or negligent conduct of our employees or agents.

**11.3** You will be liable for any loss or damage incurred by another party due to breach of the Terms and Conditions by you or by a Nominated User where such breach constitutes fraud or negligence by you or by a Nominated User and you must indemnify us for any such claims made against us by other parties and for any costs incurred in respect of such claims made against us by other parties and for any costs incurred in respect of such claims.

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**11.4** You and each Nominated User acknowledge that, subject to your and their rights implied by law, by the Central Bank of Ireland's Consumer Protection Code (as amended, supplemented, clarified or replaced from time to time) or by the Regulations which cannot be excluded, we are not liable (a) for any breakdown or interruption in any Direct Banking services due to circumstances beyond our reasonable control or for periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment or software; (b) for any breakdown in, interruption or errors caused to your or the Nominated User's telecommunications, computer or computing equipment or software as a result of using any Direct Banking services; (c) for the failure of any Direct Banking services to perform in whole or in part any function which we have specified it will perform; (d) for any delays or errors in the execution of a transaction or instruction in respect of an Account because of a breakdown or interruption in any of our Direct Banking services due to circumstances beyond our reasonable control or for periods of planned downtime, including, without limitation, for routine maintenance to telephone, computing or electronic or other communications equipment or software; (e) to a party to a payment instruction made by a User who does not receive funds because of a problem with the information provided by the User (for example, but

without limiting this, where a User provides us with the wrong Account number); (f) for any delays or errors by other parties (for example, the failure of a financial institution to credit or debit an Account in a timely manner); (g) for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any indirect, special or consequential loss of any kind suffered by you or by a Nominated User or other third party, even if we have been advised of the possibility of such loss or damage; (h) save in accordance with the General Terms and Conditions, for loss or damage which arise due to your or a Nominated User's fraud or negligence or through breach of the Terms and Conditions by you or a Nominated User or otherwise through use of Direct Banking where such use involves fraud or negligence by you or a Nominated User; (i) for any reliance placed by you or a Nominated User on any part of our website or the Terms and Conditions which may have been stored or retained by you or a Nominated User and which may be out of date or otherwise amended (where applicable, in accordance with the Terms and Conditions) at any time and from time to time; (j) for loss or damage suffered by you or a Nominated User which results from any event referred to in Clause 11.2 of our General Terms and Conditions; (k) save in accordance with our General Terms and Conditions, for loss or damage which arise due to any disclosure

by a User of his/her Access ID; (l) for loss or damage which arise due to any failure or defect in your or a Nominated User's Device, telephone, software or computer systems; (m) for loss or damage which arise due to any failure or defect by any third party in producing the Access ID or any component of it; (n) for loss or damage which arise due to any modification of the Access ID or any component of it as applicable (other than by us) or (o) for any loss or damage due to any failure or defect in the Access ID (other than such failure or defect directly attributable to us) which occurs more than ninety days after first use of Access ID by you or a Nominated User.

**11.5** We are not responsible for (a) any destruction, alteration or loss of or damage to your or a Nominated User's data or for delay, errors or omissions in any transmission of your or a Nominated User's data or for any other events affecting your or a Nominated User's data which occur prior to the data being received by us or which occur as a result of circumstances beyond our control relating to transmission over any public telecommunications network, including the Internet; (b) any consequences of the events referred to above, even if the result is non-payment, incorrect payment or multiple payment of, or delay in effecting the relevant Payment Order or other transaction; (c) information becoming known to a third party as a consequence of errors in the transmission of your or

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a Nominated User's data or as a consequence of a third party gaining unauthorised access to the data transmission line in our equipment or software (provided that we comply with our obligations under Clause 8 of the General Terms and Conditions).

**11.6** Nothing in this Agreement (a) excludes or restricts our liability for fraudulent misrepresentation by us, our employees, officers or agents or for death or personal injury resulting from our negligence or the negligence of our employees, officers or agents; or (b) operates so as to affect your or a Nominated User's statutory rights or rights under the Central Bank of Ireland's Consumer Protection Code (as amended, supplemented, clarified or replaced from time to time) or the Regulations where our services are supplied to you or a Nominated User as a consumer.

**11.7** You and any Nominated User acknowledge that, subject to your rights implied at law which cannot be excluded, (a) we need not act or may delay acting on any instruction given by a User through the use of Direct Banking (including, without limitation, that we may process any instruction on the next Business Day after the instruction is given) where we have objectively justified reasons for doing so; (b) we are not liable for any loss or damage caused to you or a Nominated User as a result of our failure to act or for our delay in acting referred to in Sub-clause (a) above; (c) a transaction sought to be made on an Account may be rejected by us where, in our opinion,

there is a good reason for doing so (including, without limitation, because of lack of funds or because the Account has less than the required minimum balance), in which circumstances we will advise the User of the reason for such decision as soon as is practicable in the circumstances; and (d) we may reverse the linking of an Account to Direct Banking or suspend a User's right to use Direct Banking where the relevant Account has been closed or we have objectively justified reasons related to the security of Direct Banking, or suspicion of unauthorised or fraudulent use of the service.

**11.8** Unless prohibited by legislation or regulation or regulatory requirement, we will notify the User of any action we take in accordance with Clause 10.7, together with the reasons for the action, in advance of the action being taken or immediately thereafter by telephone, fax, email, in writing or in person.

**11.9** Requests for the re-linking of an Account to Direct Banking and the reinstatement of a User's right to use Direct Banking can be made by contacting 1890 812007 (or +353 1 484 3719 if calling from outside Ireland).

**11.10** You and any Nominated User acknowledge that the correctness of information about an Account which a User obtains through Direct Banking is subject to checking by us as part of our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

### **12 Disputes**

The properly authenticated messages as archived on our equipment are admissible as evidence of the contents of those messages in any forum referred to in Clause 7 of the General Terms and Conditions. However, such instructions from you as archived on your equipment are admissible only as evidence of the contents of those instructions in any forum referred to in Clause 7 of the General Terms and Conditions provided you can demonstrate that (a) you have ensured that satisfactory physical and logical security is implemented and maintained at all material times on your equipment and in your premises; and (b) there is no evidence that the audit trails of your equipment have been modified, altered, interfered or tampered with; and (c) there is no evidence that your software has been modified or altered, nor interfered or tampered with after delivery to you.

### **13. Personal Information**

We will take appropriate measures to protect you against unauthorised access by any third party to any of your or a Nominated User's personal data retained by us. In the event of unauthorised use of Direct Banking, we may disclose any relevant information to the appropriate authorities and you and any Nominated User agree to assist us and such authorities. The Terms and Conditions will not operate to limit or reduce the extent of any prior or



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future data processing notices and/or consents  
which you or a Nominated User have given or which  
you or a Nominated User may give to us in respect of  
the use and disclosure of such information.