

CONSENT TO USE PERSONAL DATA

By signing the application form for the Credit Card, I hereby consent to the Bank and, where appropriate the Group and its or their duly authorised agents, holding, using, disclosing and processing my data in the following ways (where defined terms have the meanings set out at the end of this consent):

- Unless I have indicated to the contrary in writing, for direct marketing purposes, to advise me of products or services of the Bank, the Group or selected third parties. Unless I indicate to the contrary, to contact me by post, telephone, email, fax or other means (subject to applicable legislation);
- To carry out statistical analysis and market research;
- To maintain a "single view" of my relationship with the Bank/Group; and whereby data can be transferred between the Bank and members of the Group, and its or their duly authorised agents, held on, or linked to, a Group database and for the Bank or any other Group companies and/or duly authorised agents to manage and develop its/their relationships with me and for general business purposes;
- To carry out searches and disclose information to credit reference agencies for the purpose of assisting applications for credit and credit related services and for ongoing credit review. I further consent to the recording of any transaction which may result from this application with the Irish Credit Bureau, any successors thereto, or any other such credit reference agency(ies) (hereinafter referred to as "ICB"); to ICB recording, retaining and disclosing details of searches made against me for a period of one year prior to; and one year subsequent to; the date of the search made in respect of this application; to ICB disclosing details of any transaction which might result from this application to financial institutions participating in the ICB and to ICB (and financial institutions participating in the ICB) disclosing to each other any material misstatement of fact

contained in applications by me for financial services;

- To manage and administer my accounts and/or policy of insurance on an on-going basis; for on-going credit review and analysis; to the disclosure of information and/or documentation to a prospective or actual assignee; to the disclosure of information and/or documentation to any other party in connection with a loan transfer and securitisation scheme;
- Where I hold a mortgage with the Bank/Group, I consent to the use of my data for the purposes described in the mortgage application, loan offer and mortgage documentation;
- To hold, use, disclose and process my data for any other specific purposes where I have given the Bank/Group my specific consent to do so;
- For disclosure or transfer of my data abroad but only for any of the purposes specified above, to persons who have been approved by the Bank and/or the Group, and in a manner compliant with applicable data protection legislation.

In this Consent the following terms have the following meanings: -

The "Bank" means The Governor and Company of the Bank of Ireland (which includes Bank branches); the "Group" means any and all of the separate legal entities that comprise the Bank of Ireland Group; my "data" means all and any information which has been provided or will be provided to you whether by me or by a third party, including in any application forms; provided in further meetings and discussions with you; ongoing transaction data in respect of my accounts and relationships with the Bank/Group; or other such data as may be deemed to be personal data by any law or regulation.

CONDITIONS OF USE

The following Conditions of Use apply to the Affinity Credit Cards issued by Bank of Ireland.

DEFINITIONS

- "Bank" means The Governor and Company of the Bank of Ireland and its successors, assigns and transferees.
 - The term "Credit Card" means any one or more Credit Cards issued by the Bank on any one Credit Card Account.
 - The term "Cardholder" where not further identified by the prefix "principal" or "additional" means any one or more Cardholder(s) on the Credit Card Account, whether principal or additional.
 - The term "CCA" means the Consumer Credit Act, 1995.
 - "Chip" means an integrated circuit embedded in a Credit Card.
 - "Payment Machine" means a machine capable of accepting a Credit Card as payment for a transaction.
 - "PIN" means the personal identification number issued to the Cardholder which is required at an Automated Teller Machine ("ATM") and generally required at the point of sale in order to authorise a transaction.

THE CREDIT CARD

- The use of the Credit Card is subject to the Conditions of Use ("Conditions of Use") set out herein as the same may be varied from time to time.
- The Credit Card and the related PIN may be used only by the person to whom or for whose use the Credit Card is issued. Use of the PIN, in conjunction with the Credit Card, shall be regarded as conclusive evidence that the relevant transaction was carried out by the Cardholder.
- The Credit Card remains the property of the Bank at all times. The Cardholder is entitled to retain possession of the card only pursuant to the Conditions of Use and only so long as the Bank shall agree. If the amount due by the Cardholder to the Bank in respect of transactions effected by means of the Credit Card exceeds the credit limit notified to the Cardholder, the Cardholder undertakes, without any demand from the Bank, to return the Credit Card to the Bank for as long as the sums outstanding exceed the credit limit.

THE CARDHOLDER

- Must sign the Credit Card immediately upon receiving it;
 - Must keep secret the PIN, must not record the PIN in a form that would be intelligible or otherwise accessible to a third party if access is gained to such record, and must not record the PIN on any item which the Cardholder usually keeps or carries with the Credit Card;
 - Must take all reasonable care and precaution in the custody of the Credit Card and ensure that the Credit Card is not lost, mislaid or stolen;
 - In using the Credit Card must not exceed the credit limit notified to the Cardholder from time to time or to the person in whose name the account for the Credit Card is maintained (the "principal Cardholder");
 - Must not assume that the credit limit referred to in Condition 5 (iv) is still subsisting if the Cardholder is in breach of any of the Conditions of Use;
 - Must not use the Credit Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal given to the Cardholder or the principal Cardholder either by the Bank or by any person acting on behalf of the Bank; and
 - Must not use the Credit Card as payment for any illegal purchase.

THE ACCOUNT AND FEES

- The Bank will maintain a Credit Card Account (the "account") for the principal Cardholder and will charge to the account the amount of any Government Duty payable in respect of the account, all goods and services ("purchases") and all cash advances obtained by the Cardholder using the Credit Card. A cash advance fee of 1.5% will be charged on the amount of any cash advance subject to a minimum of €2.54 per transaction (the "cash advance fee") and will be debited to the account on the date of such advance. Where the cash advance is a non euro currency, this fee will be applied to the euro converted amount including the cross border handling fee referred to below. Any amount (other than a euro amount) charged to the account in respect of the use of the Credit Card in Ireland and abroad will be converted to euro at an exchange rate determined by the Bank on the date such amount is debited to the account. A cross-border handling fee will not apply to transactions in euro. All other transactions will be subject to a cross-border handling fee of up to 1.75% of the transaction. From the day of opening certain account fees will apply which are outlined in the "Personal Credit Cards-New Accounts, Rates Fees and Charges" Sheet provided with this application.

INTEREST

- No Interest will be charged if the outstanding balance as shown on the last issued monthly statement is cleared in full by the due date set out on that statement. If the outstanding balance is not cleared in full the interest free period will be forfeited and interest will be calculated at the rate appropriate to the Credit Card on a daily basis. The current interest rate from time to time will be advised to the principal Cardholder on the monthly statement. Such interest will be calculated on amounts debited to the account in respect of purchases from the date of each purchase until the date that any payments are credited to the account and thereafter on the reduced balance up to and including the next monthly statement date when the interest for the preceding month will be debited to the account. No interest in respect of the balance outstanding for cash advances will be charged if this balance is cleared in full by the due date. If this balance is not paid in full by the due date interest will be calculated on the amount of each cash advance plus the relevant cash advance fee on a daily basis from the date of each cash advance. Any interest due, whether in respect of purchases or cash advances, will be charged to the account on a monthly basis.

Where the Bank agrees to the transfer by a Cardholder of a debit balance (the "debit balance") from an existing credit card account the annual percentage rate of charge applicable to the debit balance will be as set out on the tariff sheet (the "reduced rate") or such other rate (revised rate) as may be notified by the Bank to the Cardholder from time to time; the reduced rate (and/or revised rate) will be available for a period of twelve months from the date of opening of the account only. In the event that the debit balance is transferred after the date of account-opening the reduced rate (and/or revised rate) will apply for the remainder (if any) of the period of twelve months from the date of account-opening only. Thereafter any such debit balance (or reduced debit balance) shall be charged at the then current annual percentage rate of charge. The revised rate shall in all cases be lower than the APR then applicable to transactions.

STATEMENTS

- The Bank will prepare and will send periodic statements of account to the principal Cardholder. The minimum sum due and specified on the statement of account or any greater sum the Cardholder may choose shall be paid to the Bank within 25 days from the date of each statement. The minimum sum will be the outstanding balance shown on the statement if less than €5 or the greater of €5 or 2.5% of the said outstanding balance.

Effective from 1st March 2007 the following fees will apply if you request a copy statement:

For the 1st page of each individual statement	€3.80
For each subsequent page of statement	€2.50

These fees will be debited to the relevant credit card account as they arise

PAYMENTS TO ACCOUNT

- Payments to the account will be effective only when remittances are received and credited to the account. When credited, such payments will be applied by the Bank in the following sequence: first in payment of interest in respect of both account fees and transactions (including interest in respect of balance transfers, if any, and interest on cash advance fees), but excluding interest on cash advances, shown on any previous and the latest statements; secondly towards payment of account fees other than the annual fee, where applicable, and any cash advance fees; thirdly towards payment of all insurance premiums, if any, relating to the account; fourthly towards payment of the annual fee (where applicable); fifthly towards payment of interest on cash advances shown on any previous and the latest statements; sixthly towards payment of cash advance fees shown on any previous and the latest statements; seventhly towards payment in respect of balance transfers shown on any previous and the latest statements; eighthly towards payment in respect of purchases shown on any previous and the latest statements; ninthly towards payment in respect of cash advances shown on any previous and the latest statements; tenthly towards payment in respect of balance transfers made but not then shown on any statement; eleventhly towards payment in respect of purchases made but not then shown on any statement; and twelfthly towards payment in respect of cash advances made but not then shown on any statement.

RETAILERS

- The Cardholder may use the Credit Card in conjunction with the PIN at a Payment Machine. To authorise a transaction the Cardholder must enter the PIN on the PIN pad attached to the Payment Machine. The amount of the transaction must be confirmed with the retailer at the time of authorisation. Take care when entering your PIN. Always keep it safe, never tell anyone what it is and never write it down. If you do not keep your PIN a secret, you may be liable for losses if your card is lost or stolen. You should never provide your PIN when carrying out telephone or internet transactions, or purchases by mail order. In some cases it may become necessary for a supplier of goods or services or cash advances (a "retailer") to obtain specific authorisation from the Bank or its agents to honour the Credit Card for a particular transaction even though the amount of that transaction is within the credit limit referred to in condition 5(v). The granting of any such authorisation has the effect of reducing the available balance of the credit limit of the Cardholder.
- From time to time, as part of the Bank's Fraud Monitoring System, the Bank may issue a "referral" message to a retailer. In such circumstances, the retailer is required to contact the Bank to verify the Cardholder. If the retailer fails to do so and refuses to process the transaction, the Bank shall not be liable for the refusal of the retailer to accept or honour the Credit Card. In no circumstances will the Bank be liable for the refusal of a retailer to accept or honour the Credit Card.

- Where a retailer becomes liable to make a refund to the Cardholder the Bank will credit the account with the amount to be refunded only on receipt of a properly issued refund voucher or other appropriate verification of the refund by the retailer. Subject to the provisions of the CCA, the Bank will not be responsible for any goods and/or services that it does not supply. In relation to such goods and/or services, the Bank will have no dealings with a retailer on behalf of a Cardholder.

ADDITIONAL CARDHOLDERS

- On the written request of the principal Cardholder the Bank may issue an additional Credit Card and PIN to any person nominated as an additional Cardholder and any such additional Cardholder shall be bound by these Conditions of Use. From the date of issue of any additional Credit Card to an additional Cardholder, the principal Cardholder shall be solely liable for all charges authorised and incurred on the account, whether such charges were incurred by any one or more or all of the principal Cardholder and any such additional Cardholder.
 - For so long as a Credit Card is held by an additional Cardholder under these Conditions of Use, the Bank may and is hereby authorised by the principal Cardholder to:
 - deal with, and act upon, notification of change of personal details in respect of the Cardholder and
 - deal with requests for information and services in respect of the account received from an additional Cardholder. Applications for additional credit facilities will only be considered by the Bank where instigated by the principal Cardholder.
 - The Bank may cancel an additional Credit Card at any time on the written request of either the principal Cardholder or the relevant additional Cardholder to whom such additional Credit Card has been issued provided such additional Credit Card is returned to the Bank (cut in half vertically through the Chip).
 - Should an additional Credit Card be issued at the principal Cardholder's request to an additional Cardholder (including where any such additional card holder is a minor or is suffering from any legal disability) the principal Cardholder shall be liable for payment of all charges incurred by that additional Cardholder as if the charges had been personally incurred by the principal Cardholder.

VARIATION OF CONDITIONS

- The Bank reserves the right at all times to vary the Conditions of Use. Any such variation will become effective upon notice to the Cardholder by any means the Bank considers reasonable.

CREDITLINE ACCOUNT

- Where the principal Cardholder also holds a Creditline Account with the Bank (the "Loan"), then in the event of a breach by the principal Cardholder of any of the terms of the Loan, the Bank may (subject to the provisions of CCA) demand the return of the Credit Card and exercise any of its other rights pursuant to these Conditions of Use.

GENERAL

- The Bank recommends that Cardholders retain all vouchers/counterfoils to check them against their monthly statements. Any dispute or query of a Cardholder in relation to any charge made to the account from time to time must be notified to the Bank in writing within 60 days of the date of the transaction. After such period, the Bank will attempt to assist with such query or dispute but shall not be obliged to do so, given that such query may not be entertained under the regulations governing the processing financial institution.
- The Bank shall be entitled without prior notice to, or further consent from, the principal Cardholder to set-off, combine or consolidate any or all sums of money or part or parts thereof as may at any time and from time to time be due or owing by the principal Cardholder to the Bank in respect of the use of the Credit Card and in respect of the account, against or with any or all sums of money or part or parts thereof payable by the Bank to the principal Cardholder at any time and from time to time.
- No time or indulgence which the Bank may extend to the Cardholder nor any waiver by the Bank of any breach of any term or condition of these Conditions of Use shall affect the Bank's rights and powers hereunder.
- The Credit Card may be used in conjunction with the PIN at an ATM displaying the appropriate Credit Card symbol to avail of certain of the services of such machine. The use of a Credit Card to withdraw cash from an ATM is subject to both transaction and daily limits. The transaction limit can vary from financial institution to financial institution and from time to time. The daily limit will be determined by the Bank and may vary from time to time. Details of the daily limit are available from any Bank of Ireland branch. The Bank shall not be obliged to provide ATM facilities at all times or during any particular hours and may withdraw or terminate such facilities without notice. The Bank shall not be liable for any loss or damage resulting from failure or malfunction of an ATM.
- The Credit Card may be used outside Ireland subject to any limits and other regulations as may be imposed by the appropriate regulatory authorities from time to time.
- The Bank will not be liable for any delay or failure in performing any of its obligations in respect of use of the Credit Card where such delay or failure arises directly or indirectly from an Act of God, civil disturbance, industrial dispute or any circumstances beyond the Bank's control. The books and records kept by or on behalf of the Bank whether on paper, microfilm, by electronic recording or otherwise, shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied upon by the Bank in connection with any matter or dealing in relation to the Credit Card.
- The principal Cardholder and any additional Cardholder each authorise and permit the Bank to disclose information and details of the account or any security held in relation thereto to any person(s) acting as the agent of the Bank in connection with the use or issue of the Credit Card or to other third parties engaged by the Bank in connection with the account and/or the application for the Credit Card or howsoever in relation to the Credit Card.
- The Cardholder hereby consents irrevocably to any future transfer howsoever arising of the debt or loan on the account and any security held therefor and to the disclosure or handing over of any information or documentation relating to the debt or loan on the account and any security held therefor to any prospective and/or actual transferee or assignee or any other party in connection with a loan transfer and securitisation scheme.
- The rights and obligations of the Bank and the Cardholder arising out of the issue and use of the Credit Card shall be governed by and construed in accordance with the laws of Ireland. The Contract between the Bank and the principal Cardholder is deemed to have been made within the Dublin Metropolitan area.

CARD PROTECTION PLAN (CPP)

- CPP Cover is provided by Homecare Insurance Limited, an insurance company authorised by the Financial Services Authority of the United Kingdom and operating in Ireland under EU freedom of movement provisions which has chosen Irish law to govern your policy. The premium payable (including Stamp Duty payable on the issue of the policy) is set out on your application for cover. Complaints should be addressed to The Complaints Manager, Homecare Insurance Limited, PO Box 3899, Dublin 1, Ireland. If you remain dissatisfied, you may then refer your complaint to the UK Financial Ombudsman Service. Homecare Insurance Ltd. is a member of the General Insurance Standards Council (GISC) and your cover is sold in accordance with the GISC General Insurance Code for Private Customers - copies can be obtained from GISC (+44 207 648 7800).

RETURN OF CARD

10. The Cardholder may at any time without notice return to the Bank the Credit Card issued to the Cardholder, which, in the case of the principal Cardholder, must be accompanied by any additional Credit Card(s) for which the principal Cardholder is liable; the Credit Card(s) should be cut in half vertically through the Chip. Any liabilities or obligations of any Cardholder incurred prior to such return shall remain unaffected.

OUTSTANDING BALANCE/TERMINATION

11. The whole of the outstanding balance on the account shall become due and payable to the Bank on the bankruptcy or death of the principal Cardholder (at the Bank's discretion). Subject to the provisions of CCA, the whole of the outstanding balance shall become due and payable to the Bank if the principal Cardholder or any additional Cardholder is in breach of any of the Conditions of Use.
12. Subject to the provisions of CCA, the Bank may at any time cancel or refuse to renew or replace the Credit Card. In the event that the Bank cancels a Credit Card(s), the principal Cardholder shall ensure that all such cancelled Credit Card(s) for which the principal Cardholder is responsible shall be returned to the Bank cut in half vertically through the Chip. Any liabilities or obligations of any Cardholder incurred prior to such cancellation or refusal shall remain unaffected.

PROVISION OF CARD

13. Unless and until a return of the Credit Card(s) (pursuant to condition 10) or a cancellation or refusal of the Credit Card(s) (pursuant to condition 12) occurs, the Bank will provide a new Credit Card for the principal Cardholder and any additional Cardholder from time to time.

LOSS OF CARD

14. If the Credit Card is lost, mislaid or stolen or if the PIN becomes known to any unauthorised person, the Cardholder must notify Bank of Ireland Card Services on 1890 706 706 or +353 56 7757007 (if outside Ireland) immediately and without delay and quote the Credit Card number. If such notification is given orally, it must, if requested, be confirmed in writing to Bank of Ireland Card Services. Once notification is given in accordance with this condition 14, the Credit Card must not be used subsequently by the principal Cardholder or any additional Cardholder. The Cardholder shall not be held liable for any transactions carried out after the Cardholder has notified the Bank of the loss, mislaying or theft of the Credit Card. In addition, any transactions which are proven to be fraudulent to the reasonable satisfaction of the Bank will be credited to the account. Provided always however that the principal Cardholder shall be liable as if the Credit Card had been used personally for all transactions where (1) the Cardholder acted fraudulently or negligently; or (2) in the event that the Credit Card was lost or stolen, the PIN was available to the person who found or took the Credit Card; or (3) use of the Credit Card by any person other than the Cardholder occurs as a result of acquiring possession of the Credit Card with the consent of the Cardholder; or (4) the Cardholder does not notify the Bank of the loss, mislaying or theft of the Credit Card immediately and without delay in accordance with this condition 14.
15. The Cardholder will give the Bank or any person acting on behalf of the Bank all available information as to the circumstances of the loss, mislaying or theft of the Credit Card or the disclosure of the PIN and will take all reasonable steps to assist the Bank or any other person acting on behalf of the Bank to recover the missing Credit Card. The Cardholder authorises the Bank to inform any appropriate third party of the loss, mislaying, theft or possible misuse of the Credit Card and the release to them of such information as may be required. In the event of a CreditCard which has been reported as being lost, stolen or liable to misuse being retrieved, it must not be used but must be sent immediately (cut in half vertically through the Chip) to Bank of Ireland Card Services, 33-35 Nassau St., Dublin 2.

PAYMENT PROTECTION

32. Where payment protection insurance is taken, the principal Cardholder acknowledges that such insurance is subject to terms and conditions which will be sent out to you when we process your application for payment protection insurance. The Bank will debit the payment protection insurance premiums (if any) to the account on each monthly statement date.

Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004.

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About Us

The credit card issuer is The Governor and Company of the Bank of Ireland (the "Bank" or "Bank of Ireland"). The Bank's principal business is the provision of financial services. The Bank's Head Office is at Lower Baggot Street, Dublin 2. The Bank's Registered Number in the Companies' Office is C-1 and its VAT number is IE8Y42002P. If you wish to contact the Bank in connection with the credit card, please write to Bank of Ireland, Personal Lending, 33 - 35 Nassau Street, Dublin 2, or contact us on 1890 251 251. Bank of Ireland is regulated by the Financial Regulator.

Description of Financial Service

The financial service being supplied by the Bank is a credit card. A credit card may be used, subject to the credit limit agreed between the Bank and the cardholder, to purchase goods or services or obtain cash advances. The Bank will provide the cardholder with a monthly statement showing all transactions which have taken place on the account.

Fees and Charges

Interest rates and charges are as set out in the attached documentation. No interest will be charged if the outstanding balance as shown on the last issued monthly statement is cleared in full by the due date set out on that statement. If the outstanding balance is not cleared in full interest will be calculated at the prevailing rate as set out in the credit card agreement. Government stamp duty (currently €30) applies annually to the credit card account. Payments may be made by direct debit, Bank of Ireland 365, ATM, post or in a Bank branch. Changes to interest rates will be advised to the cardholder on the monthly statement. A minimum monthly repayment of 2.5% of the then outstanding balance is required. An annual fee (of €76.18) applies to Platinum and Gold Affinity Cards. Cross-border handling fees may apply if the card is used for non-euro transactions in Ireland or abroad or where euro transactions are undertaken outside the European Union. A cash advance fee is also payable in respect of cash advances. All information relating to fees, charges and interest payments can be found in the credit card Conditions of Use.

Your Right to Cancel

You may cancel the credit card agreement within 14 days of the receipt of the credit card by sending a notice in writing to Bank of Ireland, Personal Lending, 33 - 35 Nassau Street, Dublin 2, quoting details of the agreement. You will be liable for all transactions and all associated charges on your credit card account during the cancellation period. If you cancel the credit card agreement, your purchase/payment protection insurance, if any, will also be cancelled. If you wish to cancel your card protection insurance, if any, you will need to contact Homecare Insurance Limited at PO Box 3899, Dublin 1. If you do not cancel the agreement during the cancellation period it will continue until it has been terminated in accordance with the Conditions of Use. There is no minimum term. You may terminate the credit card agreement at any time without penalty by sending a notice in writing to Bank of Ireland, Personal Lending, 33 - 35 Nassau Street, Dublin 2 and repaying any balance then outstanding on the account. You should include all credit cards, including any additional credit cards issued on the account, (cut vertically in two) with the notice. Subject to the provisions of the Consumer Credit Act, 1995, the Bank may at any time cancel or refuse to renew or replace the credit card.

Governing Law and Language

The credit card agreement will be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with the agreement. The English language will be used for the purpose of interpreting the Conditions of Use and for all communication in connection with the credit card.

Making a Complaint

If you wish to make a complaint you may do so by writing to us at Bank of Ireland, Personal Lending, 33 - 35 Nassau Street, Dublin 2. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2.