

BPFI IBAN Services – Terms of Use

1. DEFINITIONS

In these Terms of Use:

- 1.1. “**BPFI**” shall mean Banking and Payments Federation Ireland 5th Floor, Nassau House, Nassau Street, Dublin 2;
- 1.2. “**BPFI Website**” means the website operated and maintained by or on behalf of BPFI under the domain name www.bpfi.ie;
- 1.3. “**Achta**” shall mean Achta Limited, incorporated and registered in Northern Ireland with Company Registered Number 606752 and having its registered office at 68 Crabtree Road Ballynahinch, Co Down in its capacity as provider of the IBAN Services for and on behalf of BPFI;
- 1.4. “**IBAN Services**” shall mean all or (as applicable) any of the following web based conversion and validation services available subject to usage limit of five per day on or through the BPFI Website:
 - (i) Irish BIC and IBAN Generation Service;
 - (ii) Irish IBAN Validation Service;
- 1.5. “**User**” shall mean any legal or natural person accessing and/or using the IBAN Services

2. ACCESS TO THE IBAN SERVICES

- 2.1. The BPFI IBAN Services may only be accessed and used by User strictly:
 - (i) in accordance with these Terms of Use and any other instructions or guidelines which may be provided or made available to User by BPFI or Achta from time to time in respect of the IBAN Services; and
 - (ii) for bona fide purpose(s) only and not for any other purpose(s).
- 2.2. User shall not nor cause or permit any other person to:
 - (i) sell, hire, lend, transfer, distribute, licence or otherwise dispose of or purport to grant rights over or in respect of all or any part of the IBAN Services to any person(s);
 - (ii) copy duplicate, modify, create derivative works from or distribute all or any portion of the IBAN Services;
 - (iii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human or computer perceivable form all or any part of the IBAN Services;
 - (iv) store, distribute or transmit any viruses, or any material in or through the IBAN Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
 - (v) access all or any part of the IBAN Services in order to build a product or service which competes with or is otherwise similar to the IBAN Services;
 - (vi) use the IBAN Services to provide a competing or similar services to third parties; or
 - (vii) attempt to obtain, or assist third parties in obtaining, access to the IBAN Services, other than as provided under these Terms of Use.

3. AVAILABILITY OF SERVICE

BPFI may at its sole discretion and for whatever reason, at any time and from time to time, modify the IBAN Services, or terminate or suspend the provision of the IBAN Services (temporarily or permanently), or any part thereof, with or without notice and without compensation to any User. The IBAN Services may also be temporarily unavailable from time to time for maintenance or other reasons.

4. LIABILITY

- 4.1. BPFI gives no representations to Users or other persons as to the accuracy, availability, reliability, completeness, or timeliness of the IBAN Services or any results to be obtained from using the IBAN Services.
- 4.2. The IBAN Services are provided on an “as is” basis and are used strictly at User’s own risk. To the maximum extent permitted by law, no warranties or undertakings of any kind, express or implied, are given by BPFI in respect of the IBAN Services or any material, text, graphics or links supplied or provided in connection with the IBAN Services, including without limitation any warranty or undertaking as to non-infringement of third party rights, the merchantability or fitness for particular purpose of the IBAN Services, or the accuracy, reliability, completeness or timeliness of any results provided by the IBAN Services;
- 4.3. BPFI shall not be liable for any reason to any User or third party for any losses, damages, costs or expenses suffered or occasioned (including, without limitation, any incidental, special and consequential damages, lost profits, pure economic loss, loss of business, depletion of good will, damages resulting from lost, damaged or corrupted data or business interruption whether based on statute, contract, tort, or any other legal cause, and whether or not BPFI is advised of the possibility of such damages) as a result of:
 - (i) the use of the IBAN Services, any alleged or proven defect or error in the IBAN Services, any alleged or proven defect, error or inaccuracy in any results provided by the IBAN Services, or any material, text, graphics or links supplied or provided in connection with the IBAN Services;
 - (ii) or any inability to access or use the IBAN Services, the termination, suspension or withdrawal or modification of the IBAN Services.
- 4.4. User shall defend and hold BPFI harmless from and against any losses or claims arising directly or indirectly from the use by User of the IBAN Services, including without limitation from any breach of any intellectual property rights held by any person, any breach of these Terms of Use and any use made by User or any third person of any result obtained as a result of User’s use of the IBAN Services.

5. INTELLECTUAL PROPERTY

The copyright and other intellectual property rights in the IBAN Services, any user guides or other information provided and/or made available to Users in connection with or respect of the IBAN Services, and/or in any and all data, information, systems, processes, software or other material used by or developed by BPFI for the purposes of providing the IBAN Services, shall remain vested, or upon their creation vest, in all times in BPFI or its licensors. Users shall obtain no rights, title or interests in any such materials or intellectual property rights relating to the foregoing.

6. DATA

Neither BPFI nor Achta shall have access to, store or otherwise process any information or data entered into or submitted online to BPFI by Users in relation to access and/or use of the IBAN Services

7. GENERAL

- 7.1. These Terms of Use shall survive any termination or suspension of the provision of the IBAN Services.
- 7.2. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.
- 7.3. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.
- 7.4. These Terms of Use constitute the entire agreement between Users and BPFI with respect to the use of the IBAN Services.
- 7.5. BPFI reserves the right to change, modify, add to or delete portions of these Terms of Use at any time. Any changes to these Terms of Use shall be posted to the BPFI Website and shall take effect immediately upon such publication.
- 7.6. These Terms of Use are governed by and shall be construed in accordance with Irish law. User submits to the jurisdiction of the Irish courts with respect to any dispute or matter concerning or arising out of these Terms of Use.