



## EBS Mastercard Identity Check Terms of Service March 2019

Please read these EBS Mastercard Identity Check Terms of Service (the **“Terms of Service”**) carefully before using the Mastercard Identity Check service (**‘Identity Check’** or the **‘Service’**).

In the Terms of Service, “we”, “us”, or “our” refers to EBS d.a.c., and “you”, “your”, or “yours” refers to the user of Identity Check.

### 1. Using Identity Check

- 1.1 When you use the Service these Terms of Service will apply.
- 1.2 These Terms of Service should be read in conjunction with the General Terms and Conditions for EBS Teen Savings Accounts and/or MoneyManager Accounts (the **“Conditions”**). The Conditions also apply to your use of the Service. Unless indicated otherwise, defined terms in these Terms of Service are as defined in the Conditions.
- 1.3 If you do not understand these Terms of Service, please contact us by calling our customer service department on 1850 654328 if calling from within Ireland; or +353 1 6658080 if calling from outside Ireland during working hours, before using the Service.

### 2. What is Identity Check?

- 2.1 Identity Check provides you with additional security for online purchases you make with Merchants that support the Service.
- 2.2 Identity Check automatically applies to all Cards, so you don’t need to register your Card prior to using your Card online.

### 3. How does it work?

- 3.1 When you use your Card to make an online purchase with a Merchant who uses the Service and further authentication is required, you will be brought to an Identity Check screen. You will be prompted to enter the one time passcode we send to you by text message. The one time passcode is a uniquely generated passcode that is valid for a specified time limit and is used to verify your identity, in order for your purchase to be processed (the **“One Time Passcode”**).
- 3.2 The One Time Passcode will only be valid for the transaction you have received it for.
- 3.3 If you cannot provide the One Time Passcode, or the authentication through the Service fails, the Merchant may not allow you to proceed with the purchase. Please see the section on ‘What if I don’t have a mobile phone’ if you do not have a mobile phone on which to receive the text message.
- 3.4 If you choose not to follow the guidance on screen when prompted, you will not be able to proceed with the purchase.

### 4. What do I need to do to use Identity Check?

- 4.1 It is important to ensure that your personal information held by us is up-to-date (particularly your mobile phone number) so we can verify your identity.
- 4.2 You must not let anyone know or use your One Time Passcode.
- 4.3 You must ensure that your mobile phone is able to receive a text message, and you are responsible for any fee imposed by the mobile phone service provider.
- 4.4 In order to use the Service, you must have the ability to access the internet, and you must pay for any fees associated with such access.

### 5. What if I don’t have a mobile phone?

- 5.1 If you don’t have a mobile phone or you have not provided us with your mobile phone number, we will not be able to send you a One Time Passcode by text message. You will see a message on screen asking you to ring our customer services department on 1850 654328 if calling from within Ireland; or +353 1 6658080 if calling from outside Ireland during working hours and they will verify your identity over the phone.

### 6. What do I do if I’m buying something online and no Identity Check screen appears?

- 6.1 The Identity Check screen will not always appear. This may be because, for example, you are making a purchase from an online Merchant who doesn’t use the Service, or we have decided that your transaction doesn’t require any further authentication provided by entering the One Time Passcode. Alternatively your transaction may be automatically denied. This could be for a number of reasons such as security, because you do not have enough funds in your Account to pay for the transaction or because we are required to do so by law or for regulatory reasons.
- 6.2 If the Identity Check screen does not appear, just proceed with the normal check out process, if possible.

### 7. Privacy Policy

- 7.1 We will collect certain personal information from you for verification and security purposes, which will be used by the Identity Check Service in order to identify you and your transactions.
- 7.2 Your One Time Passcode or personal information will not be shared with Merchants.
- 7.3 For further information as to how we use your data, please see our current Data Protection Notice and Privacy Policy available on [www.ebs.ie](http://www.ebs.ie)

### 8. Liability

- 8.1 You will have no claim against us and we will have no liability to you or a third party:
  - a) for any loss resulting from your use or attempted use of the Service or from being registered to use the Service;
  - b) where the Service could not be used or was not used for a transaction or to finalise a transaction. This may or may not be for reasons beyond our control;
  - c) for any modification, suspension or discontinuance of the Service; and/or
  - d) for any loss or damage to your software, computer, telecommunications or other equipment caused by using or the attempted use of this Service.



We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to an action brought by a third party.

8.2 Nothing in this 'Liability' section will stop us being responsible for your loss if law or regulation does not allow us to exclude or limit liability.

**9. Your dealings with Merchants**

9.1 Your correspondence or dealings with online Merchants on or through the Service, are solely between you and the Merchant, and we will not be responsible for any loss or damage incurred as a result of such dealings. The Merchant's participation in the Service does not indicate that we recommend or endorse any Merchant. For example, the Service does not verify the identity of the Merchant or the quality of their goods or services.

**10. Identity Check Proprietary Rights**

10.1 You will not acquire any ownership rights, title or interest in or to the software made available to you in order to use the Service.

**11. Ending the Service**

11.1 We may temporarily or permanently deactivate your ability to use the Service, and/or end your use of the Service. We will normally give you 2 months' notice, unless permitted by law to give shorter notice. In exceptional circumstances, we will not give you notice (for example, if we reasonably suspect fraudulent or unauthorised use of your Account).

11.2 For your protection, we may automatically deactivate your ability to use the Service if it is not used at least once during any 12 month period.