

Terms and Conditions Booklet for the  
**EBS Teen Savings Account**

The EBS logo consists of the letters "EBS" in a white, bold, serif font, centered within a red rectangular box. The box has a slight drop shadow effect.

**EBS**

## GENERAL TERMS AND CONDITIONS FOR EBS TEEN SAVINGS ACCOUNTS

The EBS Teen Savings Account is designed to enable Teenagers to save whilst also allowing instant access to the savings at EBS offices.

### Conditions

1. These Conditions apply to the operation of EBS Teen Savings Accounts (each an “Account”). Capitalised terms used in these Conditions are defined at the end of this document in the “Definitions” section.
2. Additional terms and conditions apply in relation to viewing Accounts online. These are set out in the Your Account Online Conditions. Additional terms and conditions may also apply for other services or offerings associated with the use or operation of your Card or Account, for example the EBS Mastercard Identity Check Terms of Service. You should see those terms and conditions for more information.

### Account Opening

3. An Account may be opened by a Teenager provided that:
  - 3.1. the Teenager is aged 16 years or older; or
  - 3.2. the Account is opened as a joint Account with a maximum of two Account holders with an adult as the second named Account holder, and the mandate to operate the Account is in the sole name of the adult.
4. The Teenager must be resident at an address in Ireland.
5. The Account may only be used for personal purposes. An Account cannot be operated for business purposes for a club, charity, trust, partnership, association or company.
6. The minimum opening balance on the Account is €1 and the maximum balance on the Account is €5,000. Any amount greater than €5,000 balance may receive a lower rate of interest.
7. The Teenager may not hold more than one Account.
8. A Card or a Passbook will be issued on the Account.
9. Proof of identity and address satisfactory to us is required on opening an Account. Until you satisfy our requirements in this regard the Account will not be opened.
10. Fees and charges are not payable on the Account.
11. There may be circumstances where we refuse to, and/or cannot, open an Account.

### Lodgements

12. Cash and Non Cash Items which are euro-denominated may be lodged to an Account. Lodgements in a currency other than euro shall not be accepted.
13. Cash lodgements are credited immediately to the Account and are available for immediate withdrawal.
14. Non Cash Items are subject to examination, verification and funds clearance. We will credit Non Cash Items to your Account on the same day as they are

received, up to the close of business on any Working Day. It normally takes six Working Days from the date of lodgement to clear euro-denominated cheques and bank drafts unless they are drawn on a non-Irish financial institution, in which case they will take longer to clear and additional terms will apply including charges.

15. If a Non Cash Item lodged to an Account is returned unpaid or recalled by the paying bank, we will debit the Account with the amount of that item and any interest we have paid on it.
16. If your Card or Passbook is not presented when making a lodgement, you will be required to provide your name, address and Account number.
17. Your authorisation and consent to a lodgement is evidenced by accepting the lodgement receipt or by presenting your Passbook.

### Credit Interest

18. Interest rates paid on the Account are variable (which means they can go down as well as up).
19. If there is a change to the interest rate, unless we are permitted by law to give you shorter notice, we will notify you at least 2 months before the date the interest rate change takes effect in accordance with condition 80. Details of the interest rates that apply at any given time are available from any EBS office or on our website ([www.ebs.ie](http://www.ebs.ie)).
20. Interest is accrued on a daily basis on credit balances. Interest will be accrued on a credit balance resulting from a lodgement of Non Cash Items from the end of the third Working Day from the date the lodgement is made. Interest will be credited to the Account on the 30th of June and the 31st of December each year.
21. Subject to certain exceptions, we must deduct Deposit Interest Retention Tax (DIRT) from any credit interest you earn on your Account at the prevailing DIRT rate on the day the credit interest is paid.
22. A bonus interest payment of €20 (less DIRT) will be credited to the Account on the last day of the 6 month period following Account opening, provided that the balance in the Account on such day is not less than €50. If this day is not a Working Day, the bonus payment shall be credited on the next succeeding Working Day.
23. If the Teenager reaches 18 years of age within 6 months of Account opening, and the Account is re-designated as an EBS MoneyManager Account, any bonus interest payment becoming due will be credited to the EBS MoneyManager Account.

### Withdrawals

24. Withdrawals may be made from an Account:
  - 24.1. by using your Card or Card details; and
  - 24.2. over-the-counter at certain EBS offices in cash or by EBS Cheque.
25. The maximum aggregate amount that may be withdrawn from an Account in a 24 hour period subject to condition 27 and condition 49:
  - 25.1. using your Card at an ATM is €600;

- 25.2. using your Card for purchases at Retail Terminals including Cashback Transactions or for purchases made online or by telephone is €2,000; and
- 25.3. over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS office.

There may also be other limits such as the number of times you can use your Card in one day or the combined value of transactions you can use your Card for in one day. These limits, as with all limits, are subject to change. You can find out more information by contacting us, however we won't always be able to confirm the amount of each limit due to security reasons. You can also contact us to agree spending limits for using your Card online, subject to our other applicable limits.

- 26. The Teenager may not make withdrawals from the Account or give any other instruction on the Account until the Teenager reaches 16 years of age. At that point, upon request by the adult and the Teenager, a Card may be issued to the Teenager and/or, the mandate on the Account may be amended to permit either the adult or the Teenager to give instructions on the Account.
- 27. Restrictions may apply to the number and amount of withdrawals at certain ATMs and Retail Terminals, for example, the maximum amount of cash permitted to be withdrawn from an Account in each Cashback Transaction is €100 and may be lower at certain Retail Terminals.
- 28. Withdrawals will be debited to the Account immediately upon us processing the Withdrawal Request. We will ensure each payment that you instruct us to make (in accordance with applicable procedures) and which we accept for execution, is credited to the account of the payee's bank by the end of the next Working Day after receipt of your instruction.
- 29. It shall be deemed evidence of your authorisation and consent to a withdrawal when:
  - 29.1. you sign the Withdrawal Request; or
  - 29.2. you use your Card and Card PIN or Card and your signature;
  - 29.3. you use your Card and you touch or hold your Card or Device against a Retail Terminal, generally without the need to insert your Card, enter your PIN or provide other personal security processes such as biometrics, passwords or passcodes, where the Retail Terminal can accept such transactions and where the transaction amount can be processed by that Retail Terminal. Sometimes, for your security or for transactions over certain limits, you may be asked to insert your Card into the Retail Terminal and enter your PIN; or
  - 29.4. you use your Card, expiry date and 3-digit Card verification value code located on the back of your Card together with any applicable one time passcodes for a purchase made online or by telephone;
- 30. EBS Cheques may be cancelled if the original EBS Cheque is returned to an EBS office (however the amount of the EBS Cheque will not be re-credited to your Account until you comply with our procedures in this regard). In order to cancel a lost or stolen EBS Cheque, or where the original EBS Cheque cannot be returned to an EBS office, written authorisation to cancel the EBS Cheque must be provided to us by both the Account holder and the beneficiary.

31. An Account must operate in credit and there must be sufficient cleared funds (i.e. where payment has been irrevocably received by us) in the Account to meet any Withdrawal Request. We may refuse any Withdrawal Request against uncleared funds or where you have not authorised or consented to the withdrawal in accordance with these Conditions and our procedures. If we refuse a Withdrawal Request we will let you know of this either in person, over the phone, via our online banking services or by any other means permitted and if possible we will also notify you of the reasons for doing so.
32. We can debit an Account to cover:
  - 32.1. any amount which is owed to us on an Account; and
  - 32.2. any loss, damage, cost or expense we suffer in connection with an Account (and you will be liable to indemnify us for such losses, damages, costs or expenses if there are insufficient funds in the Account).
33. EBS Cheques remain the property of EBS. As soon as an EBS Cheque is issued on your behalf, the relevant amount will be immediately debited to your Account, regardless of when the beneficiary of the EBS Cheque presents it for payment.

### Use of your Card or Passbook

34. The Account may be operated using a Card or Passbook, provided that we will not issue a Card in the Teenager's name until he/she is at least 16 years of age.
35. The Card and Passbook may only be used in accordance with these Conditions, and any other terms and conditions associated with the operations of your Card and/or Account, such as the EBS Mastercard Identity Check Terms of Service. The Card may also only be used by the Account holder to whom it has been issued.
36. Where you are required to contact us regarding your Card, Passbook or other Withdrawal Request you should telephone the relevant number below within the relevant time frame:
  - 36.1. 1800 440 040 if reporting your card lost/stolen from within Ireland or
  - 36.2. +353 1 665 8080 if calling from outside Ireland. If you are abroad, you can contact Mastercard® free of charge to report your Card lost or stolen. Please see <https://www.ebs.ie/contact-us#comptable> for relevant contact details. For all other queries please call 1850 654 328 or +353 1 665 8080 if calling from outside Ireland, during working hours.
37. Cards and Passbooks remain the property of EBS and we may request the return of a Card or a Passbook at any time or we may refuse to reissue, renew or replace any Card or Passbook.
  - 37.1. If we suspect that a Card is being used improperly or in breach of these Conditions we may, without having any liability to you for so doing, place a block on the relevant Card so as to prevent its further use. We will advise you of any block as soon as possible unless we are prevented from doing so by operation of law.
38. A Card must be signed immediately on receipt. The Card PIN must be memorised by the relevant Account holder to whom it has been issued and may not be disclosed to any other person. The notification of a Card PIN received

from EBS should be destroyed by the relevant Account holder because it is not safe to retain.

39. A Card must be activated prior to use, by contacting us during working hours in accordance with condition 36. A Card cannot be activated in an EBS office.
40. If you are using your Card to make purchases online, you will be automatically registered to make your purchase using Mastercard Identity Check, as that system or name may change from time to time. This is a system to enhance the secure use of your Card over the internet. You may or may not be able to finalise the transaction using Mastercard Identity Check, depending on the Merchant you are transacting with and whether they use the service or not. EBS bears no responsibility for any loss, damage or expense you may incur as a result. Please see the Mastercard Identity Check Terms of Service for more information.
41. Your Card may be used in most of Europe provided that you have supplied us with a mobile telephone number at account opening. A list of these countries is available on [www.ebs.ie](http://www.ebs.ie). If you are travelling to a country which is not specified in this list, you should contact us during working hours in accordance with condition 36 prior to travelling, to request use of your Card in that country. When you use your Card for a non euro-denominated ATM withdrawal, Retail Terminal transaction (including a Cashback Transaction), purchase online or by telephone, the Mastercard Exchange Rate will apply.
42. Certain transactions using your Card may be prohibited on the basis that the Account is designed for young people.
43. Entries in any passbook issued may not necessarily show the true balance of your Account which is kept on our own books.

#### Lost or fraudulent use of your Card or Passbook

44. You should take all reasonable care to prevent a Card or Passbook or Device being lost, stolen or misappropriated or a Card PIN or any one time passcode being misappropriated.
45. If you become aware that a Card or Passbook or Device is lost, stolen or misappropriated or is being used in an unauthorised manner or you have reasons to suspect that someone other than the Card holder knows the Card PIN, any applicable one time passcodes or can otherwise use the Card or someone other than the Account holder can use the Passbook or Device, you must advise us by telephone in accordance with condition 36 without undue delay and no later than 24 hours after becoming aware of such loss, theft, misappropriation, unauthorised use or unauthorised disclosure.
46. If we are notified that a Card or Passbook or Device has been lost, stolen or misappropriated or that a Card PIN or any one time passcode has been misappropriated or if we believe that the security of a Card or, Passbook has been compromised or that unauthorised or fraudulent activity may be occurring on an Account, we may place a block on the relevant Card or Passbook so as to prevent its further use. We will report confirmed instances of fraud to the relevant authority, including law enforcement and will, in

compliance with our legal obligations, support the criminal prosecution of confirmed fraudsters. We will advise you of any block in writing or by telephone (including SMS) as soon as possible unless we are prevented from doing so by operation of law.

47. EBS monitors Card transactions for possible suspicious activities. If we believe suspicious activity is taking place, we will temporarily block the Card and attempt to contact you to verify that the activity is a Valid Transaction. If it cannot be established that the transaction is a Valid Transaction, the Card will be cancelled.

### Merchants and your Card

48. EBS will not negotiate with a Merchant on behalf of an Account holder.
49. In some circumstances you may need permission from EBS or our agents to permit a particular transaction which exceeds the transaction limits set out elsewhere in these Conditions. The granting of this authorisation is at EBS' discretion and has the effect of reducing the available credit on the Account.
50. EBS has no liability if a Card is refused by a Merchant or if the Merchant fails to contact EBS for authorisation where required.
51. When you make a transaction using your Card, the balance on your Account will usually be decreased immediately by the amount of the transaction. Sometimes, a Merchant (for example, a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you. This may not immediately reduce the balance on your Account, but may affect the amount of funds available to you. This pre-authorised amount may only be debited by the hotel or petrol station to your Account in certain circumstances, (for example, where you have obtained goods or services to the value of the pre-authorised amount). Once the Merchant instructs us to, we will remove the pre-authorised amount as soon as possible. Please contact us in accordance with condition 36 if you have any queries.
52. We can't cancel a Card transaction that you have authorised. If you have a continuous payment instruction, such as a subscription, set up from your Card and you want to cancel it, you can do so by contacting us in accordance with condition 36 up to the last Working Day before the payment is due to leave your Account. You should also give written notice to the Merchant and keep a record of any contact made.

### Cancellation of the Card or Passbook facility

53. The agreement for the issue and the use of a Card or Passbook may be terminated at any time by your cancellation of the Card in accordance with condition 54, or by our decision to cancel or suspend the facility for the use of the Card or Passbook. In addition to our general right to cancel your Card or Passbook at any time, EBS may, without being obliged to, cancel your Card without prior notice to you in the event that no Valid Transaction has been carried out using your Card in the preceding 12 months. Any liability incurred by us or you prior to the cancellation will continue.

54. If you wish to cancel your Card, you must advise us accordingly during working hours in accordance with condition 36 and then destroy the Card by cutting through the chip and magnetic stripe. The cancellation of a Card will not automatically lead to closure of the Account.
55. If the adult is removed from an Account, any Card or Passbook in the adult's name will be automatically cancelled by us.
56. Your Card will be subject to an expiry date. You are not permitted to use the Card after the expiry date.
57. EBS reserves the right not to issue you with a new or replacement Card or Passbook. Unless we exercise this right in relation to your Card, a new Card will be sent to you prior to the expiry of your existing Card and, when requested, a replacement Card will be sent to you where your existing Card has been cancelled or notified to us as lost in accordance with these Conditions. You must activate the new or replacement Card prior to first use.

### Unauthorised withdrawals

58. You are responsible for all withdrawals from the Account save for withdrawals where you did not authorise or consent to the withdrawal in accordance with condition 29. In that case, subject to conditions 59 and 64, we will immediately refund the amount of the unauthorised withdrawal to the Account and credit any interest to the Account as if the unauthorised withdrawal had not taken place.
59. Subject to condition 58, if a withdrawal from an Account was not authorised or consented to by you and it resulted from a lost, stolen or misappropriated Card or Passbook or Device or the misappropriation of a Card PIN or one time passcode, your liability for withdrawals in the period before you notify us will be limited to €50, provided that:
  - 59.1. you notify us as soon as reasonably possible, but at any rate within 30 days of becoming aware of the withdrawal in accordance with condition 36; and
  - 59.2. such notification is made no later than 13 months after the date of the withdrawal.
60. We will have no liability to you for any withdrawals or other losses suffered where it is established that such loss was incurred as a result of your fraudulent action or where it is established that you either intentionally or by acting with gross negligence, breached any of these Conditions or any of our other terms and conditions associated with the operation of your Card and/or Account. For example, you did not take reasonable care to prevent your Card or Passbook or Device from being lost, stolen or misappropriated or you did not take all reasonable steps to keep your Card PIN safe or your registration number and personal access code (as referred to in the Your Account Online Conditions) or any one time passcode issued to you safe, or you failed to notify us in accordance with condition 45. If, as result of an investigation, we establish that a withdrawal claimed as unauthorised is in fact an authorised withdrawal, we will debit your Account with any amount refunded and re-



charge any fees and/or charges (including interest) that you owe us. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation.

### Refund Rights for Card Payments You Have Authorised

61. Where the recipient's financial services provider is located in the European Economic Area, you may be also entitled to a full refund for Card transactions if you can prove to us that both of the following circumstances applied:
  - (a) when you authorised the Card transaction the exact amount of the Card transaction was not specified to you; and
  - (b) the amount of the Card transaction was more than you could have reasonably expected to pay, given your previous spending patterns, the terms of these Conditions and the circumstances of your Card transaction.
62. You will not be entitled to any refund for any authorised Card transaction where you give us direct permission to carry out the transaction and where the information on the future payment was made available to you at least 4 weeks before the transaction. You may request a refund of the amount from us by contacting us during working hours in accordance with condition 36, provided such request is made within 8 weeks of the date of the Card transaction. Within 10 Working Days of you providing all relevant information to us in relation to the Card transaction, we will either refund the amount requested or provide reasons for refusing the refund.

### Incorrectly executed withdrawals

63. If you believe that a withdrawal has taken place on your Account that was incorrectly executed, you must notify us in accordance with condition 59.
64. Subject to condition 59 where it is established that a withdrawal was incorrectly executed, we will immediately refund the amount of the incorrectly executed withdrawal to the Account and credit any interest to the Account as if the incorrectly executed withdrawal had not taken place provided that:
  - 64.1. you notify us within 30 days of becoming aware of the withdrawal in accordance with condition 36 and
  - 64.2. such notification is made no later than 13 months after the date of the withdrawal.
65. We will have no liability to you for any losses suffered by you resulting from an incorrectly executed withdrawal or a delayed withdrawal due to incorrect, incomplete or unclear instructions {including but not limited to providing an incorrect account number) or where it is established that you either intentionally or by acting with gross negligence, breached any of these Conditions or any of our other terms and conditions associated with the operation of your Card and/or Account. If, as a result of an investigation, we establish that a withdrawal was in fact correctly executed, you may be responsible for any reasonable costs incurred by us in carrying out the investigation.

## Joint Accounts

66. If an EBS Teen Savings Account is operated as a joint account:
- 66.1. the agreement applies to all the joint Account holders collectively.
  - 66.2. the Teenager must remain on the Account at all times.
  - 66.3. the adult will be solely liable for any amount which is owed to us in respect of the Account, until the Teenager reaches 18 years of age and, following the Teenager reaching 18 years of age, the adult and the Teenager will become jointly and severally liable for any amount which is owed to us in respect of the Account, in each case irrespective of whether the relevant Account holder's Card or Passbook has been cancelled.
  - 66.4. subject to condition 66.5 all instructions issued and all acts done by one Account holder will be deemed to be instructions and acts of all Account holders; this means that one joint Account holder can withdraw funds from the Account without the other's knowledge;
  - 66.5. in order to remove an Account holder from the Account; add a new Account holder to the Account, change the Account address or to close the Account, all Account holders must sign the relevant instruction;
  - 66.6. we will communicate with joint Account holders at the Account address. Each joint Account holder is responsible for sharing this information with all joint Account holders.
  - 66.7. any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant, financial advisor or account aggregation service providers). This may result in the personal data relating to all joint Account holders being disclosed. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.
    - 66.7.1. this may result in the personal data relating to all joint Account holders being disclosed. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.
  - 66.8. If we have reason to believe that there is a dispute between joint Account holders we may, but without being obliged to do so, place a block on the Account until we receive new instructions on the operation of the Account from all Account holders.
  - 66.9. If the adult dies whilst the Teenager is under 18 years of age, the parent or guardian of the Teenager will be requested to nominate another adult as the second named on the Account. Pending this nomination, any liabilities in respect of the Account will be liabilities of the adult's personal representatives. If the Teenager dies, any balance in the Account will vest in the Teenager's personal representatives and will not vest in any adult named on the Account.

## Statements and Queries

67. Statements for the Account will be issued at least annually.
68. The statement will contain details of all transactions on the Account for the

relevant period of the statement. You may obtain details of any transactions on your Account by contacting us or by viewing your Account details online on the “your accounts online” section of [www.ebs.ie](http://www.ebs.ie).

69. You should review any statement received from us and if you believe there is an error on an Account, you should notify us during working hours in accordance with condition 77 on the first Working Day after you receive the statement.

### Closure of Account

70. We can close your Account by giving you at least two months’ notice. However we can close or suspend your Account immediately, or with less notice, if:
  - 70.1. you gave us incorrect information when applying to open your Account, where giving us the correct information would have resulted in the Account not being opened;
  - 70.2. you have deliberately used your Account for illegal purposes;
  - 70.3. it is necessary in order to comply with our obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 or to avoid or prevent fraud or suspected fraud;
  - 70.4. if we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us.

Notwithstanding any other provision in these Conditions, any and all rights that we have to refuse to execute a transaction under these Conditions, or any terms and conditions which apply to any other service or facility which we provide to you, including the Your Account Online Conditions continue to apply.

If we close an Account we can still debit the Account under condition 32 to cover any Withdrawal Request.

71. We may also close an Account if we become aware of the death of any of the Account holders.
72. You may apply to close an Account at any time by contacting us. Additional conditions in relation to Account closure apply which will be advised to you at the relevant time. If you close an Account, you must pay us anything owing in accordance with condition 32.
73. Within 4 months of the date that the Teenager reaches 18 years of age, the Account will be re-designated as an EBS MoneyManager Account in the names of the same Account holders. Any Cards and Passbooks will be automatically cancelled at this point and a new Card(s) will issue if a Card had previously been issued on the Account. The terms and conditions of the EBS MoneyManager Account are available at any of our offices or on our website at [www.ebs.ie](http://www.ebs.ie).

### Deactivation of Account

74. If we believe that we have lost touch with you, for example, if letters addressed to the Registered Address are returned undelivered or money has not been paid into or taken out of an Account for at least 3 years, we can treat an Account as inactive, which means that there will be no further activity on the Account until we hear from you.

75. If we treat an Account as inactive under condition 74, we will treat the Account as active again (reactivated) if:
- 75.1. you contact us and complete the required documentation; or
  - 75.2. we think it is reasonable to reactivate it.
76. If we reactivate an Account, we will make any money in the Account available, together with any interest which the money would have earned if the Account had not been treated as inactive. If applicable, this interest will be taxable in the tax year in which it is paid even if it has been earned in an earlier tax year. This could affect your tax position.

### Contacting us

77. You may contact us:
- 77.1. in person by visiting any EBS office. A full list of EBS offices is available on our website at [www.ebs.ie](http://www.ebs.ie);
  - 77.2. by telephoning us from within Ireland during working hours on 1850 654 328; or
  - 77.3. on + 353 1 665 8000 if calling from outside Ireland or if calling outside working hours;
  - 77.4. by writing to us at EBS d.a.c., The EBS Building, 2 Burlington Road, Dublin 4, D04 WVOO.
78. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

### Contacting you

79. Where we are allowed to by law we may contact you in person, by phone (including SMS message), by post, by hand delivery, by fax, by email or online (for example, via any message facility available on our online services) or other electronic means. In order to ensure that we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You should also make sure that arrangements for receiving mail at your address are secure.

### General

80. We may remove, change or add to any of these Conditions at any time, for example because of changes in the banking system, industry guidance, law or regulation or for our own internal reasons such as improving or replacing a service or introducing new fees or charges for our services. In that event, unless we are permitted by law to give you shorter notice, we will provide at least 2 months' notice by any means available to us at the time which is required or permitted by law or regulation, such as a notice provided to you in writing by post, email, text message or through our online banking services or published in a national daily newspaper or displayed in one of our offices. If you do not accept such changes, you have the option to close your Account. If you do not close your Account, you will be deemed to have accepted any such changes.
81. We may, without notice to you, set off any credit or debit balance in any Account against any debit or credit balance on any other account you may hold with us, including any mortgage account.

82. If an incorrect amount is debited or credited to an Account we may correct the entry, including debiting or crediting the Account, without notice to you.
83. We will not be liable to you for any loss which may be suffered if, by reason of any causes beyond our control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies), we cannot provide services generally, or any particular service to you.
84. No delay, omission or forbearance on the part of EBS in exercising any right under these Conditions shall operate to or be construed or interpreted as operating to impair or waive such right.
85. We will access, process and retain personal information about you, your Account or any payment instructions we receive in respect of your Account in order to provide our services.
86. If you have a joint Account, any joint Account holder may choose to disclose information in relation to the Account to third parties (please see the 'Joint Accounts' section for more information).
87. In the event that any provision of these Conditions becomes unenforceable or unlawful, such provision will not affect the remaining provisions which will continue to be binding.
88. These Conditions are in the English language and shall be construed according to the laws of Ireland. All communications with you will be in English. You will receive a copy of these Conditions on opening an Account and you may request a further copy at any time.
89. If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account we will contact you as soon as possible in writing or over the phone. Please note that we will never request your personal banking details (for example account numbers, PIN and/ or other login details) via letter or email. If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will never ask you to make payments from your Account to any other account or ask you to provide your security details.
90. If you wish to make a complaint, you can do so by visiting our website or by writing to your local office and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers. You'll find more about the steps we take to try to solve your complaint in our complaints brochure.

You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

91. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in offices and online. It may change from time to time.

92. If you are accessing your Account via a third party through our online banking services the Your Account Online Conditions will apply. Please see the Your Account Online Conditions for further information.

## Definitions

**Account** for the purpose of these Conditions is an EBS TEEN SAVINGS ACCOUNT opened in accordance with our procedures.

**ATM** means an automated teller machine.

**Card** means the EBS Mastercard (Mastercard is a registered trademark of Mastercard International Incorporated) Debit Card that may be issued by us to you for the purpose of effecting transactions on the Account in accordance with the Conditions. This incorporates all elements of the Card, including, without limitation, the chip, which is the embedded circuit on the Card, and Card number. The term also includes a 'Digital Wallet', being the Card or any virtual or digital representation of the Card registered in a Digital Wallet. Where the context or provision so requires, reference to "Card" or "Cards" within these Conditions shall be limited to a physical Card.

**Card PIN** means the personal identification number issued in conjunction with a Card.

**Cashback Transaction** means a transaction whereby an Account holder debits their Account by requesting an amount to be paid to them in cash by a Merchant.

**Conditions** means these terms and conditions from time to time applicable to the operation of the Account.

**Device** means computer terminal, mobile phone or tablet, as applicable

**EBS, us and we** means EBS d.a.c., a designated activity company registered in Ireland under registration number 500748, and includes our successors and assigns. Our registered office is at The EBS Building, 2 Burlington Road, Dublin 4, D04 WVOO.

Our website is at [www.ebs.ie](http://www.ebs.ie). EBS is regulated by the Central Bank of Ireland, PO Box 559, Dublin 1.

**EBS Cheque** means a cheque drawn on an account in the name of EBS made payable to the Account holder or such other person as may be designated in the relevant Withdrawal Request signed by the Account holder.

**Mastercard Exchange Rate** means the rate applicable at the settlement date for foreign exchange transactions as is published on the Mastercard website ([www.mastercard.com](http://www.mastercard.com)).

**Merchant** means any retailer or supplier of services with whom you transact using your Card.

**Non Cash Items** means cheques, drafts and all other transfers of funds including by means of Passbook.

**Passbook** means the book issued by us on the Account for the purposes of recording transactions on the Account.

**Registered Address** means the address of the Teenager on the Account.

**Retail Terminal** means a point of sale terminal which accepts Mastercard debit cards.

**Teenager** means any person aged between 12 and 18 years of age.

**Valid Transaction** means a transaction using the Card and/or Card details which has been duly authorised and consented to by you.

**Withdrawal Request** means any withdrawal order, transfer instruction or other similar such instruction to debit an Account.

**Working Day** means a day on which EBS is open for general banking business in Ireland, excluding Saturdays.

**You or Account holder** means the party(ies) in whose name(s) the Account is held including your personal representative(s).

**Your Account Online Conditions** means the terms and conditions from time to time applicable to viewing transactions on the Account online.

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Registered Office: The EBS Building, 2 Burlington Road,  
Dublin 4, D04 WV00.  
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