

Terms and Conditions of Your Accounts Online

Print. Terms and conditions

1. General

1.1 Governing Law

1.1.1 The Agreement, including these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland, and the courts of the Republic of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with Your Accounts Online. The User irrevocably submits to such jurisdiction.

1.1.2 Additional terms and conditions apply to the operation of each Account. You can obtain a copy of these from any EBS office.

1.2 Variations to the Agreement

These Terms and Conditions may be varied by EBS from time to time. Any such variation shall become effective 60 days after publication of the revised Terms and Conditions on the EBS website.

1.3 Termination of the Agreement

1.3.1 EBS may terminate the Agreement and withdraw the Your Accounts Online service in the following ways:

1.3.1.1 upon giving the User at least 60 days prior notice in writing to that effect;

1.3.1.2 immediately, upon breach by the User of any of these Terms and Conditions; or

1.3.1.3 immediately, upon the bankruptcy, insolvency, liquidation, examinership, death or other incapacity of the User.

1.3.2 Notwithstanding the bankruptcy, insolvency, liquidation, examinership, death or other incapacity of the User, all transactions carried out by EBS, on behalf of the User according to instructions received via Your Accounts Online, shall be valid and binding upon the User and the User's estate and/or successors, if made prior to the receipt by EBS of written notice of such event.

1.3.3 The User may terminate the Agreement at any time by giving EBS prior notice in writing to that effect.

1.3.4 The termination of the Agreement is without prejudice to the continued operation of the User's Accounts in accordance with the relevant Account mandate.

1.4 Notices

1.4.1 Any notice required to be given by the User to EBS in connection with Your Accounts Online shall be given in writing and sent through the post to Your Accounts Online, PO. Box 76, 2 Burlington Road, Dublin

4. 1.4.2 Any notice required to be given by EBS to the User may be given in writing and sent through the post, by electronic message through the Your Accounts Online service or by advertisement inserted in at least one national daily newspaper.

1.5 Use of Information and Confidentiality

1.5.1 Unless indicated to the contrary by the User in the Application Form, or by separate written notice to EBS, EBS may use the information supplied by the User in the Application Form for the purpose of introducing and offering to the User from time to time additional, improved or new products and services of EBS which may be of interest to the User.

1.5.2 Subject to paragraph 1.5.1 above and except to the extent that such disclosure is required under compulsion of law or pursuant to a direction or request issued by the Financial Regulator or other statutory or regulatory authority, EBS shall ensure that all confidential and personal data of

the User held by EBS in relation to Your Accounts Online is accessed, processed and/or used by EBS, any subsidiaries of EBS and their agents and contractors in a way compatible with the discharge of EBS's obligations to the User under the Agreement.

1.5.3 EBS and each of its subsidiaries will comply with its obligations under the Data Protection Acts 1988 and 2003 as regards relevant data in its possession relating to the User.

1.5.4 The intellectual property rights in data or material developed by EBS for the purposes of providing Your Accounts Online remain vested in EBS. The User shall use such data and materials only for the purpose of accessing Your Accounts Online.

1.5.5 While all reasonable security precautions have been taken by EBS, the nature of communication by the internet is such that EBS cannot guarantee the privacy or confidentiality of any information relating to the User passing over the Internet. In accessing Your Accounts Online and in availing of the funds transfer services, the User accepts that electronic mail messaging may not be free from interference by third parties and may not remain confidential. The use of Your Accounts Online is at the User's sole risk.

1.6 Charges

Any transactions effected through Your Accounts Online shall be charged at the appropriate rate as specified in the EBS tariff card from time to time.

1.7 Withdrawal of Service

1.7.1 In the event of breakdown, malfunction, or performance degradation of any system provided in connection with Your Accounts Online, or where security of any system or information so demands, EBS shall be entitled, without incurring any liability to the User, to suspend the relevant service for such period as may be required to remedy the defect or resolve the security risk. In that case EBS shall not be liable, either in contract or in tort, for any loss or damage claimed to have arisen as a result of the non-availability, non-functioning or malfunctioning of the services or otherwise in connection therewith.

1.7.2 EBS shall not be in breach of its obligations under these Terms and Conditions if total or partial failure of performance of EBS's obligations is occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, failure of computer or communication system, prevention from or hindrance in obtaining energy or other supplies, labour disputes of whatever nature, late or mistaken payment by any agent or any other reason beyond EBS's control.

1.8 Severability

Each of the provisions of these Terms and Conditions is severable from the others and if at any time any provision of these Terms and Conditions or any part of any such provision is deemed by a court of competent jurisdiction to be void or unenforceable, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision or the remainder of the affected provision.

1.9 Conflict

In the event of any conflict between the terms and conditions governing the use of the EBS website and these Terms and Conditions, these Terms and Conditions shall prevail.

2. Use of Your Accounts Online

2.1 Access

2.1.1 The Registration Number and PAC must be used strictly in accordance with these Terms and Conditions and be known only by the User. EBS recommends that the PAC is memorised and that the User does not disclose it to any other person and that the User destroys the notification of a PAC received from EBS. If the PAC is retained in paper form, it is not safe to keep a record of the PAC with

a record of the Registration Number.

2.1.2 The User should take all reasonable care to prevent the Registration Number and PAC being misappropriated. If the User has reasons to suspect that someone other than the accountholder knows the Registration Number and PAC, as soon as reasonably practicable the User must telephone 1850 654321 between the hours of 9am and 6pm on Working Days.

2.1.3 If EBS is notified that the Registration Number and PAC have been misappropriated or if EBS believe that the security of an EBS Account has been compromised or that unauthorised or fraudulent activity may be occurring on an EBS Account, EBS may place a block on the relevant EBS Account so as to prevent its further use and EBS may provide the Gardai with any information it considers relevant in this regard. EBS will advise you of any block as soon as possible unless it are prevented from doing so by operation of law.

2.1.4 The computer equipment and operating software necessary to access Your Accounts Online must be provided by and maintained at the expense of the User and comply with any technical requirements specified by EBS from time to time on www.ebs.ie

2.1.5 In order to minimise the risk of unauthorised use of Your Accounts Online, the User undertakes to comply strictly with these Terms and Conditions and to indemnify EBS in respect of loss or damages which may arise as a consequence of the User's breach of these Terms and Conditions.

2.2 Instructions

2.2.1. The User shall ensure that each instruction given to EBS through Your Accounts Online (the "Instructions" and each an "Instruction") is a Valid Instruction. The User irrevocably authorises EBS to act upon each Valid Instruction received without EBS taking any further steps to authenticate an Instruction. The processing by EBS of a Valid Instruction shall be final and binding on the User.

2.2.2 EBS shall be entitled, but without being obliged, to record Instructions received by EBS through Your Accounts Online. In the event of any dispute arising in relation to any Instructions, the record so kept by EBS shall be prima facie proof of such Instructions for the purpose of determining such dispute.

2.2.3 Notwithstanding any other provisions of these Terms and Conditions, EBS may seek clarification of an Instruction from the User and may decline to act upon any Instruction if it does not receive satisfactory clarification. EBS shall not be liable for any loss arising from any delay whilst it obtains such clarification or from exercising its right to decline to act in the absence of such clarification.

2.2.4 The User shall logout and exit Your Accounts Online whenever he/she leaves his/her computer terminal unattended. Failure to do so shall be deemed to be gross negligence of the User.

2.2.5 Prior to confirming any Instruction to EBS, the User must ensure that the Instruction as relayed back to the User on the screen through Your Accounts Online, is accurate and complete.

2.3 Debiting an Account

2.3.1 EBS shall, without further authorisation, act upon any Valid Instruction to debit an Account received through Your Accounts Online provided that the User has supplied EBS with the account number for the recipient of the payment. All such debits shall constitute a liability of the User. Where the Account is maintained in joint names, the liability of the accountholders shall be joint and several.

2.3.2 The User shall not create an unauthorised overdraft or otherwise exceed an approved limit on an Account through the use of Your Accounts Online. EBS may refuse to act on any Instruction without liability to the User where insufficient cleared funds are available.

2.3.3 Upon providing Valid Instructions to EBS to effect a funds transfer, Users should allow three Business Days for the funds to reach the recipient account (unless the recipient account is maintained at EBS, in which case the transfer will be effected on the same Business Day).

2.3.4 A Valid Instruction received by EBS to effect a funds transfer received after 8pm on a Business Day or received on a day which is not a Business Day, will be effected on the next Business Day. A Valid Instruction received by EBS cannot be cancelled by the User.

2.3.5 The total amount that may be the subject of a funds transfer in any Business Day through Your Accounts Online may not exceed €5,000 in aggregate.

2.3.6 Funds transfers are not permitted from loan accounts. Where a funds transfer is made to a loan account the resultant balance on the loan account shall not be taken as conclusive evidence between EBS and the User of the outstanding balance on the loan account.

2.4 Information on Account Balances

2.4.1 The User acknowledges that information on an Account balance quoted through Your Accounts Online is the balance at close of business on the Business Day prior to the day of access, appropriately adjusted to accommodate any transactions represented to EBS in the meantime, and that since the balance so quoted may include uncleared effects, the balance may be adjusted in the event of non-payment of any such uncleared effects.

3. Definitions

Account

An account maintained at EBS or any of its subsidiaries, which is eligible to be nominated by the User as an account to be accessed using Your Accounts Online.

Agreement

The agreement concluded between EBS and the User for Your Accounts Online incorporating the application form for the Your Accounts Online service and these Terms and Conditions.

Business Day

A day on which EBS is open for general banking business in the Republic of Ireland, excluding Saturdays.

EBS

EBS d.a.c. including its successors and assigns.

Personal Access Code (PAC)

The code allocated to the User by EBS for use in connection with Your Accounts Online.

Registration Number

The number allocated by EBS to the User for use in connection with Your Accounts Online.

Terms and Conditions

The terms and conditions governing use of Your Accounts Online as set out in this document, and such other terms and conditions as may be added to or substituted for them from time to time and notified to the User.

User

A holder of an EBS Account, or the authorised signatory on an EBS Account, who has entered into the Agreement for account access via the Your Accounts Online service.

Valid Instruction

An Instruction accompanied by the appropriate Registration Number and PAC.

Your Accounts Online

The system provided by EBS to enable the User to access his/her Account information and to effect fund transfers via the internet and/or other public network communication systems.

For more information call us at 1850 654321, email us or visit your local EBS office.