

# EBS CardManager

## Terms of Use



# EBS CardManager

The EBS logo consists of the letters 'EBS' in a white, bold, serif font, centered within a solid red square.

## Terms of Use

**Effective 9th January 2025**

These Terms apply to how you access and use the EBS CardManager App (App). This App is available on suitable mobile phone, tablet or other device (Device).

The words “you” and “your” mean you as a user of the App and an EBS Customer, and the words “we”, “us”, “our” or “EBS” mean EBS dac.

You will not be allowed to access or use the App until you have accepted the Terms by clicking on the “Accept and Continue” button within the App. If you do not accept these Terms, some of our Card services may not be available to you.

### 1. What does the App do?

The App provides both you and us with a secure way of authenticating your online EBS Debit Card (Card) transactions. We may also introduce other services for your Card through the App from time to time and if we do we will publish information on these services on our website [www.ebs.ie](http://www.ebs.ie)

### 2. Other terms and conditions that still apply

The terms and conditions that apply to your account or Card (product terms and conditions), will still apply when you use your Card in the App. This includes any time periods or payment limits applicable to transactions and/or accounts or any applicable transaction fees. You should make sure that you have read those product terms and conditions and are satisfied with them. Our product terms and conditions are available on our website [www.ebs.ie](http://www.ebs.ie). If something in these Terms is not consistent with something in the product terms and conditions, the product terms and conditions will apply.

### 3. Setting up the App

To set up the App, you will need to download the EBS CardManager App from the relevant app store for your Device and follow the on screen instructions to complete registration. To complete your registration, you will be required to enter identity details which match the details we already hold about you. For more detailed information on how to register for and use the App please see our website, [www.ebs.ie](http://www.ebs.ie)

### 4. Your right to use the App

This App is protected by copyright and other intellectual property rights, which are owned by us or third parties who have licensed the App to us. This means that your right to use the App is limited to use in connection with your Card. We are giving you personally permission to use the App, and you may not transfer your right to access the App to anyone else. You may not:

- use the App for any unlawful or illegal purpose, or in any manner inconsistent with these Terms;
- copy or change the App;
- use the App to damage or overburden our systems or to interfere with other users; or
- collect any information or data from the App.

### 5. Keeping your App, Card and Device Safe and Secure

You should take all reasonable steps to keep your security details a secret and your Card and any Device secure at all times. You must not:

- let anybody else obtain, know or use your security details, Card or Device;
- write or record your security details; or
- give your Device to other people or allow others to use it.

If you fail to keep your security details secure or allow others to use your Device or Card, you may be held responsible for any loss as outlined in our product terms and conditions. We may allow you use your Device security as a substitute for some of your security details (eg, in place of a passcode). Before you replace or dispose of a Device, you must ensure you delete your App from the Device and delete any other information from us, such as a text message, in connection with your use of the App. We may implement additional security measures based on biometric data unique to you. You will separately be asked to provide your explicit consent for us to collect and use your biometric data (which is a special category of personal data) for security purposes before you will be enabled to use any biometrics based security measures.

### 6. What happens if you or we have any security concerns

You should contact us immediately if you have any concerns whatsoever about the safety or security of your App, Card or Device or if your Device or Card has been lost, stolen or could be misused. If we suspect that your App, Card, or Device is being used improperly or without your permission, we may investigate and prevent the use of the App with your Card, in line with these Terms and the applicable product terms and conditions. This is done for your protection. We will contact you if we permanently suspend your access to the App. Our product terms and conditions explain how we may contact you.

### 7. Our responsibility to you

We take our responsibilities very seriously and are committed to satisfying our obligations to you. We will usually be responsible to you if you suffer loss because we have not done what we said we would do under these Terms. However, our responsibilities are not absolute, and we will not be in breach of these Terms if we do not provide the services considered by these Terms, or if there is an interruption to the provision of the services as a result of the following:

- if you do not comply with these Terms;
- any act or omission of any third party (other than a third party appointed by us) including where the third party refuses to accept, or delays the acceptance of, (i) an instruction for payment to or from your account or (ii) any security process you follow or use to make an instruction relating to your account or Card or confirm your identity (for example, a passcode, password or fingerprint);
- where you have acted fraudulently or with gross negligence;
- if any of the details you provide to us were wrong or incomplete;

- where you have not downloaded the most up to date version of the App, or if you are unable to download the App for any reason;
- unforeseeable or unavoidable circumstances beyond our reasonable control, which meant, despite our reasonable efforts, we could not follow these Terms. Examples of such circumstances include: acts of God, fire, acts of government, war, civil commotion, insurrection, embargo, epidemic or pandemic, break-downs in infrastructure or equipment (such as technology, software, telecommunication or energy systems and equipment), failure of any payment, settlement or clearance system or other third party systems that we rely on to provide our banking services, labour disputes, or the acts or omissions of any third party (other than a third party appointed by us);
- us complying with any law, regulation, code or other duty which is binding on us, or us complying with the instructions of a court, ombudsman, regulator or law enforcement agency; or
- if we must close or suspend your account or suspend or cancel your Card as a result of the occurrence of any of the events set out in the product terms and conditions.

Nothing in these Terms will stop us being responsible for your loss if:

- we act fraudulently, with gross negligence or your loss is as a result of our deliberate wrongdoing; or
- law or regulation does not allow us to exclude or limit our liability to you. This does not affect our liability as set out in the product terms and conditions.

## 8. Your responsibilities to us

It is important that you are aware that you also have responsibilities. If you use the App, you agree to these Terms. If you breach these Terms, we can claim from you any losses and costs which we reasonably incur (for example, any costs involved in taking steps to deal with you not complying with these Terms). We may also terminate your ability to use the App as explained in these Terms, which means that we may not be able to continue providing you with all of our services. This does not affect our liability as set out in the product terms and conditions.

## 9. Changes to the Terms

These Terms may change from time to time. We will only do this if we have a valid reason and we will generally give you at least 30 days' notice of any changes. How and when we will make any such changes and how we will notify you is set out in your product terms and conditions. If we notify you of any changes, and you continue to use the App, this will mean that you have accepted them. We may give you shorter notice, or may not notify you of a change, where:

- the change was in your favour;
- we introduce additional services for the App;
- the change required under law or regulation by a particular date and there isn't time to give you notice; or
- the change has no impact on your use of the App.

If you do not agree with the changes, you should stop using the App and delete it. A copy of these Terms is available at [www.ebs.ie](http://www.ebs.ie)

## 10. Ending this service

These Terms will continue to apply unless ended by you or by us. If ended by you, you do not have to give us any reason. The Terms will automatically be terminated if:

- you are no longer an EBS customer;
- you no longer have a valid Card; or
- you decide to cease using the App and you delete it.

We may terminate these Terms at any time by giving at least 30 days' notice to you. We may terminate immediately if:

- you die;
- you are no longer able to manage your affairs, in our opinion;
- you breach these Terms;

- you commit or attempt to commit fraud against us or there is a reasonable suspicion of unauthorised or fraudulent activity;
- you fail to keep your security details, Card and/or Device secure; or
- we must do so in order to comply with any law, regulation or direction from a relevant authority or court.

## 11. Availability of the App

From time to time we may need to change or update the App, generally to make improvements. Your access to the App during these times may be restricted and we will do our best to keep any disruption to a minimum.

## 12. Charges

We do not charge you for using the App. However, third party fees may apply, for example charges from your mobile provider or internet provider. These charges, when they apply, may also be higher when used outside of Ireland.

## 13. Data Protection

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 and our website privacy statement online at [www.ebs.ie](http://www.ebs.ie). These may change from time to time.

## 14. Assignment

We may transfer our rights and obligations under these Terms to another organisation, including other members of the EBS group. We will notify you in writing if this occurs and, to the extent required by applicable law, we will ensure that the transfer will not affect your rights under these Terms.

## 15. Electronic Information

When you accept these Terms, electronic signatures may be used by us and you to confirm acceptance of these Terms. We may provide you with, and we may keep a record of, documents which form part of these Terms or which relate to your use of the App, in either electronic or paper form. You agree and consent that:

- any related documents and/or information may be provided in electronic form;
- any related documents and/or information may be retained, presented and produced by us in electronic form whether originally provided in electronic form or otherwise;
- both you and us may use an electronic signature to sign any related documents; and
- when asked to do so by us, you will print, save or download any documents provided in electronic form provided from us.

## 16. General

- These Conditions and all information and communication with you will be in English.
- Nothing in these Terms shall affect your statutory rights under applicable consumer rights law, consumer credit law or any regulations made thereunder. In particular, nothing in these Terms is intended to exclude or restrict any legal obligations we have to you under Part 4 of the Consumer Rights Act 2022. In the event of any conflict between these Terms and such rights, your statutory rights shall prevail.
- If any part of these Terms or its application to any person or EBS or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction, the rest of these Terms and their application to any person or EBS or circumstances will not be impacted or affected and they shall continue to bind both you and us.

## 17. Governing law and jurisdiction

Subject to the rest of this 'Governing law and jurisdiction' section, these Terms and any obligations arising out of or in connection with them are governed by the laws of Ireland.

Any dispute about or in connection with these Terms will be dealt with by the courts of Ireland. As you are a consumer, the jurisdiction of the Irish courts will be non-exclusive in relation to any dispute or claim arising out of or in connection with these Terms, and nothing in this 'Governing law and jurisdiction' section will affect your right to defend proceedings or take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.

#### **18. Contacting Us**

If you have any queries in relation to these Terms, please refer to our EBS App FAQs available on our website at [www.ebs.ie](http://www.ebs.ie). If you have any questions or issues which are not answered by our FAQs, please contact us on 0818 303564 Monday to Friday (excluding Bank holidays) 9am to 5pm.

