

Terms and Conditions Booklet for the  
**EBS MoneyManager Account**

Effective 9th January 2025

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

**EBS**



## GENERAL TERMS AND CONDITIONS FOR EBS MONEYMANAGER ACCOUNTS

The EBS MoneyManager Account is an account for customers who require a payment account with basic features.

### Conditions

1. These Conditions apply to the operation of EBS MoneyManager Accounts. 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 and transacting on Accounts via our online banking services. These are set out in the Your Accounts Online Conditions.

If there is a conflict or inconsistency between these Conditions and any terms and conditions which apply to any other service or facility which we provide to you in relation to your Account, including the Your Accounts Online Conditions, then:

- 2.1. where the conflicting or inconsistent term or condition relates solely to the operation and use of the Your Accounts Online service, the Your Accounts Online Conditions shall apply; and
  - 2.2. in all other cases, these Conditions shall apply.
3. Nothing in this Agreement shall affect your statutory rights under applicable consumer rights law, consumer credit law or any regulations made thereunder. In particular, nothing in this Agreement 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 this Agreement and such rights, your statutory rights shall prevail.

### Account Opening

4. You must be 18 years of age or over and be legally resident in the European Economic Area (the "EEA") to open an Account.
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. No more than 2 persons may jointly hold an Account.
7. The Account can be operated using a Card subject to at least one Card being issued on the Account and no more than one Card being issued to each Account holder.
8. 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.
9. There may be circumstances where we refuse to, and/or cannot, open an Account.
10. There is no minimum balance to open an Account.

## Lodgements

11. Cash, Non Cash Items, and incoming Instant Credit Transfers which are euro-denominated may be lodged to an Account. Lodgements in a currency other than euro shall not be accepted.
12. Cash lodgements are credited immediately to the Account and are available for immediate withdrawal.
13. 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.
14. An Instant Credit Transfer is credited immediately to the Account and can be processed on any Calendar Day. Please see the 'Incoming Instant Credit Transfers' section of these Conditions for more details on these types of lodgement.
15. If a Non-Cash Item or Instant Credit Transfer lodged to an Account is returned unpaid or recalled by the paying bank, we will debit the Account with the amount of that item, any interest we have paid on it and any applicable Charge.
16. If your Card 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.
18. There may be circumstances where we refuse to, and/or cannot accept a lodgement. Please see the 'Our responsibility to you' section of these Conditions for more details regarding these circumstances.
19. **Important:** Where we suspect any activity may be illegal or fraudulent, for example, money laundering or a breach of economic or financial sanctions, we may investigate and and/or stop lodgements and/or withdrawals to and from your Account and/or suspend or close your Account. We may also contact you to obtain further information and/or re-confirm your instructions. This may result in lodgements and withdrawals to and from your Account being (if applicable) delayed and/or refused. We are not responsible for any loss or damage that may be caused as a result.

## Incoming Instant Credit Transfers

20. The following table sets out special terms and conditions for incoming Instant Credit Transfers:

| Incoming Instant Credit Transfers |   |
|-----------------------------------|---|
| Type of payment                   | Incoming Instant Credit Transfer, received by us at any time on a Calendar Day.   |
| Available to use                  | Available to use on the Calendar Day that the Instant Credit Transfer is received by us (subject to any refusal right as set out in these terms and conditions). Cut-off times do not apply to Instant Credit Transfers.  |
| Maximum amount                    | A maximum amount applies to Instant Credit Transfers. Please contact us for more information.   |
| Availability                      | Temporary restrictions and interruptions in service are possible, during which your Account may not be reachable for Instant Credit Transfers, for example due to planned maintenance where periods of non-availability are both foreseeable and short or to a planned downtime. We will notify you of these periods. |

## Payments made in error

21. If an incorrect amount is paid to or from your Account, or if a payment to your Account is recalled by the paying financial services provider or is returned by us (for example, due to mistake, fraud or any rules around how a payment is made), we may make any adjustment necessary on your Account without telling you beforehand. Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any charges associated with doing this and we may take any amounts you owe us from your Account.

## Withdrawals

22. Withdrawals may be made from an Account:
- 22.1. by using your Card;
  - 22.2. over-the-counter at certain EBS offices in cash or by EBS Cheque;
  - 22.3. by Online Transfer in accordance with the Your Accounts Online Conditions;
  - 22.4. by Direct Debit, Credit Transfer or Standing Order in accordance with the relevant mandate and, the SEPA Scheme Rules. Please note that instructions to us must include all of the information required by us and/or the SEPA Scheme Rules to execute the transaction including the relevant Unique Identifier; and

- 22.5. by payments initiated through third parties. If your Account is accessible online, you may be able to initiate payments through certain third parties (for example, if you are paying for something online and elect to pay directly from your Account without using a Card). Where payments from your Account are initiated by third parties, we will deem the payment instruction to have been received when the third party sends us the final instruction (even if you have authorised the payment earlier).
- 23. The maximum aggregate amount that may be withdrawn from an Account in a one day period subject to condition 25 and condition 50:
  - 23.1. using your Card at an ATM is €600;
  - 23.2. using your Card for purchases at Retail Terminals including Cashback Transactions or for purchases made online or by telephone is €2,000;
  - 23.3. over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS office;
  - 23.4. by Online Transfer is €5,000; and
  - 23.5. by Direct Debit, Credit Transfer or Standing Order is the amount(s) specified in the relevant mandate(s).

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.

- 24. If you are accessing your Account via a third party through our online banking services, the Your Accounts Online Conditions will apply (including any applicable spending limits and cut-off times). Please see the Your Accounts Online Conditions for further information.
- 25. 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.
- 26. Withdrawals will be debited to the Account immediately upon us processing the Withdrawal Request. We will ensure each payment that we are instructed to make (in accordance with applicable procedures) and which we accept for execution, is credited to the payee's bank by the end of the next Working Day after receipt of the instruction.
- 27. It shall be deemed evidence of your authorisation and consent to a withdrawal when:
  - 27.1. you sign the Withdrawal Request;
  - 27.2. you use your Card and Card PIN or Card and your signature;

- 27.3. 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 Card PIN or Security Details, where the Retail Terminal can accept such transactions and where the transaction amount can be processed by that Retail Terminal. Sometimes, for your security, for transactions over certain limits or for other reasons, you may be asked to insert your Card into the Retail Terminal and enter your Card PIN;
  - 27.4. your registration number, personal access code and any applicable one-time passwords are entered via the relevant link on the EBS website in accordance with the Your Accounts Online Conditions (including where withdrawals are initiated through third parties);
  - 27.5. you use your Card, expiry date and 3-digit Card verification value code located on the back of your Card for telephone or online purchases. For online purchases, you may also be required to use Mastercard Identity Check or such other Card authentication process we may ask you to follow from time to time; or
  - 27.6. you sign the Direct Debit or Standing Order mandate.
28. You may notify us at any time to adopt a Listing Approach to the acceptance of Direct Debits presented on your Account. If you instruct us to adopt a Listing Approach, it is your responsibility to ensure that the Direct Debits specified on the respective list are correct. Inclusion of a Direct Debit on a White List or exclusion of a Direct Debit from a Black List may be deemed as evidence of your consent to the processing of the Direct Debit. If you do not request a Listing Approach, Direct Debits will be made from your Account in accordance with the relevant mandate until such time as that mandate is cancelled by you in accordance with condition 30.
  29. You may instruct us in writing to limit the amount and/or the period of Direct Debits which are subject to the SEPA Direct Debit Core Scheme.
  30. The following provisions apply to the cancellation of Withdrawal Requests:
    - 30.1. 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;
    - 30.2. individual Direct Debit payments, Credit Transfer payments and Standing Order payments may be cancelled by notifying us in writing up until 3.30pm on the Working Day prior to the date agreed for debiting your Account;
    - 30.3. Direct Debit mandates and Standing Order mandates may be cancelled by notifying us in writing, however, any such notification received by us after 3.30pm on the Working Day prior to the date

agreed for debiting your Account, shall not take effect until after such debit has occurred;

- 30.4. Direct Debit payments from your Account which are subject to the SEPA Direct Debit Core Scheme may be amended, cancelled, or revoked by you by contacting the relevant payee to give notice of the change or revocation of your consent and/or cancellation of the Direct Debit. You must notify us of the amendment, revocation or cancellation as soon as possible; and
  - 30.5. no other Withdrawal Request may be cancelled other than what is otherwise set out in this condition. If you wish to amend or cancel a payment initiated through a third party, you must follow the third party's procedures as well as ours.
31. An Account must operate in credit and there must be sufficient cleared funds (for example, where payment has been irrevocably received by us) in the Account to meet any Withdrawal Request and any applicable Fees, Charges, or interest. 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 including, but not limited to, any applicable Fees and Charges; and
  - 32.2. any loss, damage, cost, or expense we reasonably suffer in connection with an Account (and you will be liable to indemnify us for such reasonable 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

34. The Card may only be used in accordance with these Conditions and any of our other terms and conditions associated with the operation of your Card and/or Account such as the EBS CardManager App terms of use. The Card may also only be used by the Account holder to whom it has been issued.
35. Please see the 'Contacting us' section of these Conditions for details of how to contact us if you need to contact us regarding your Card or other Withdrawal Request.



36. Cards remain the property of EBS and we may request the return of a Card at any time or we may refuse to reissue, renew or replace any Card.
37. A Card must be signed immediately on receipt. The Card PIN, and any applicable one time passcodes must be memorised by the relevant Account holder to whom they have been issued and may not be disclosed to any other person. The notification of a Card PIN or one time passcode received from EBS should be destroyed by the relevant Account holder because it is not safe to retain.
38. A Card must be activated prior to use. You can activate your Card by contacting us in accordance with the 'Contacting us' section of these Conditions or by such other means as we may make available from time to time. A Card cannot be activated in an EBS office.
39. When you use your Card online or are requested to securely store your card details online for future use, we may need to confirm it's you before the transaction can be authorised. We will do this by using the Mastercard Identity Check service and may also use an authentication service to identify you. Your Card is automatically enrolled for the Mastercard Identity Check service, however, the Account holder may need to register for an authentication service. To find out more about this please go to our website [www.ebs.ie/daily-banking/ebs-debit-card](http://www.ebs.ie/daily-banking/ebs-debit-card).

If you are asked to identify yourself during an online transaction, you must enter Security Details (for example, using an EBS CardManager App, or any other way made available by us). If we ask you to identify yourself and you cannot or you don't follow the instructions for the Mastercard Identity Check service, we will take it that your transaction is not authorised, and it will not go ahead. For this reason, it is important to ensure that the personal information held by us in respect of any Account holder that holds a Card is up to date (for example, your mobile phone number).

40. Your Card may be used in most of Europe provided that you have supplied us with a mobile telephone number. A list of these countries is available on our website [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 in accordance with the 'Contacting us' section of these Conditions prior to travelling, to request use of your Card in that country.

### Lost Cards or fraudulent use of your Card or Device

41. You must exercise all reasonable care to keep your Card PIN and any other Security Details used for that Card a secret and your Card and any Devices secure at all times.
42. If you become aware that a Card 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 Account holder knows the Card PIN, any applicable one-time passcodes or can otherwise use the Card or Device, you

must advise us by telephone in accordance with the 'Contacting us' section of these Conditions without undue delay and no later than 24 hours after becoming aware of such loss, theft, misappropriation, unauthorised use or unauthorised disclosure.

43. If we are notified that a Card or Device has been lost, stolen or misappropriated or that a Card PIN or any Security Details have been misappropriated or if we believe that the security of a Card has been compromised or that unauthorised or fraudulent activity may be occurring on an Account, we may place a block on the relevant Card 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. Notification of loss or theft of a Card or the compromise of its details or your Card PIN or Security Details will be accepted by us from card protection service organisations and/or the Card Schemes.

### Unauthorised Withdrawals

44. Except as set out in the remainder of this 'Unauthorised Withdrawals' section, if you notify us without undue delay that a withdrawal from your Account was not authorised by you, we will usually refund the amount of that unauthorised withdrawal to you and restore your Account to the state it would have been in had the unauthorised withdrawal not taken place. We will not have any further liability to you in this respect.

**Important:** We will normally say that there has been undue delay to notify us if you fail to do so within 30 days after receipt by you of a statement or payment advice detailing the relevant transaction. In any event, a failure to notify us within thirteen months of the transaction will always amount to undue delay.

45. If the unauthorised withdrawal resulted from the loss, theft or misuse of any Card, Card Pin, Device, or Security Details you may be liable for any losses relating to the unauthorised withdrawal. However, this liability is limited to €50 per unauthorised withdrawal. In any event, we will refund the full amount where:

- 45.1. the loss, theft or misuse was not detectable to you prior to a withdrawal being made, except where you have acted fraudulently; or
- 45.2. the unauthorised withdrawal was caused by the acts or lack of action on our part (including any employee, agent or office of ours or a body to which we have outsourced activities).

46. We may not give you a refund if:

- 46.1. we reasonably think you have acted fraudulently, and we notify the relevant national authority of this; and/or

- 46.2. you have fraudulently, intentionally or with gross negligence:
- a) failed to keep and use your Card, Card Pin, Device and/or Security Details in accordance with the terms governing their issue, use and safety; and/or
  - b) failed to tell us without undue delay about the loss, theft, misuse or unauthorised use of the Card, Card Pin, Device and/or Security Details.
47. If, as a result of an investigation, we establish that the transaction claimed as unauthorised is in fact an authorised transaction, we will debit your Account with any amount refunded including any refunded fees and/or charges (including interest) if applicable. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation.
48. 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.

### Merchants and your Card

49. EBS will not negotiate with a Merchant on behalf of an Account holder.
50. 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 balance on the Account.
51. EBS has no liability if a Card is refused by a Merchant or if the Merchant fails to contact EBS for authorisation where required.
52. 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 if you have any queries.
53. We cannot 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 the 'Contacting us' section of these Conditions 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.

54. To assist you, your Card is automatically enrolled in a card updater service with a Card Scheme, for example, Mastercard. This service allows a participating Merchant to access Card details through the Card Scheme so they can continue to process your continuous payment instructions. As not all Merchants take part in this service, you should still notify each Merchant when your Card details or the status of your Account changes. If you do not, your Account may or may not still be charged. You are responsible for making sure the Merchant has your new Card details to process a transaction. If you would like to opt out of the card updater service, please contact us in accordance with the 'Contacting us' section of these Conditions.
55. Where you have authorised a Card transaction and something has gone wrong, through no fault of ours, for example, goods or services are not received, we may be able to seek a refund for this transaction on your behalf. We have a limited time to dispute this with the Merchant and therefore we ask you to let us know within 60 days of the date of the Transaction. We may also need you to supply supporting information and/or any documents that will support your dispute. There is no guarantee that we can get your money back and there are only certain Card transactions that we can dispute. While we may be able to seek a refund, we are not responsible for any goods and/or services that you purchase with your Card from any Merchant and we have no responsibility to deal with any Merchant on your behalf in connection with any disputed transaction. Our contact details are set out in the 'Contacting us' section of these Conditions.

### Cancelling, Suspending, or blocking a Card

56. You can stop using your Card at any time. However, if you want to cancel your Card, you will need to contact us and, where applicable, return your destroyed Card to us. You can contact us using the details in the 'Contacting us' section for more information on these procedures.
57. If the Account is closed, your Card will be cancelled.
58. We can cancel any Card by giving you at least two months' notice. However, we can cancel, block, or suspend your Card immediately (or on less notice) and/or refuse to issue or replace a Card if:
- 58.1. any event or reason listed in the 'Closure of Account' section of these Conditions occurs, which gives us the right to immediately cancel your card or close or suspend the Account;
  - 58.2. if we reasonably suspect that there is unauthorised or fraudulent activity on a Card, or we have concerns about the security of your Card or Account; and
  - 58.3. it becomes unlawful for you to continue to have a Card.
59. We can cancel a Card if it has become inactive noting we would normally consider a Card inactive if it has not been used for 12 months. We will write to you advising of this.

60. If your Card is being cancelled by you or us, the Account holder must:
- 60.1. repay any amount you owe us (including any payments not yet processed and any fees or charges owed and all stamp duties and government levies);
  - 60.2. cancel any payment due to be made to or from the Card (for example, to utility or insurance companies); and
  - 60.3. destroy and, if applicable, return your Card to us.
61. When we say you must destroy your Card, we mean that you must cut your physical Card in two through the signature, magnetic strip and chip and return it to us.
62. Where your Card is cancelled, blocked, or suspended, we will endeavour to give you advance notice of such action unless we are prevented from doing so by law or it would not be practicable to do so. If such is the case, we will inform you as soon as possible after. If we temporarily block a Card and it cannot be established that a transaction is a Valid Transaction, the Card may be cancelled.
63. The cancellation of a Card will not automatically lead to closure of the Account.
64. If an Account holder is removed from an Account, any Card in that Account holder's name will be automatically cancelled by us.
65. In the case of joint Accounts, both Account holders remain jointly and severally liable for any amount which is owed to us on an Account irrespective of whether one Account holder has cancelled his/her Card.
66. Your Card will be subject to an expiry date. You are not permitted to use the Card after the expiry date.
67. EBS reserves the right not to issue you with a new or replacement Card. Unless we exercise this right, 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.
68. We may be required to publish the suspension or cancellation of any Card.
69. If you make, or a notification is made under the 'Lost Cards or fraudulent use of your Card or Device' section of these Conditions or if the Agreement is ended we may request a Merchant or other person to retain any Card or cancel any Card by cutting it in two (through the signature box, magnetic strip and Chip) and returning it to us.

### **Incorrectly executed, late and non-executed payments**

70. The following section only applies where the recipient's financial services provider is located in the EEA:

- 70.1. you must tell us as soon as possible and without undue delay (see the 'Unauthorised Withdrawals' condition above for more information on what we mean by undue delay) if you believe that a payment has been made in error, was incorrectly executed, late or failed to be processed;
- 70.2. where we have been instructed to make a payment from your Account to an account with another financial services provider and that payment was deemed to be deficient, i.e. where the other financial services provider says it did not receive it, it was late or if a payment instruction was incorrectly executed by us (for example, an incorrect amount is transferred), we will usually restore your Account as soon as possible to the state it would have been in had the payment been correctly executed. However, we will not be in breach of our obligations and will not restore your Account if:
- a) we have executed the payment in accordance with the instructions provided to us or if there was a mistake in any of the details in the payment instruction provided to us; or
  - b) we can show that the payment was received by the other financial services provider and/or any late receipt of a payment was not a result of our actions;
- 70.3. where you tell us about an incorrect payment, we will make efforts to look into this, trace the payment, and inform you of our findings. If, as a result of our investigation, we find that the payment was correctly executed, you may be responsible for any reasonable costs incurred by us in carrying out the investigation. If necessary, we will also provide you, on your request in writing (or any other way we allow), with all information available to us and relevant to you in order for you to file a legal claim to recover any funds, and we may charge you in respect of the recovery; and
- 70.4. we will refund to you any charges and/or interest charged by us for which we are responsible as a result of a deficient payment.

### Refund rights under the SEPA Direct Debit Core Scheme

71. You:
- 71.1. have a right to request a refund for any Direct Debit paid from the Account in accordance with the SEPA Direct Debit Core Scheme for a period of 8 weeks from the execution date of that Direct Debit;
  - 71.2. must contact us in writing within 8 weeks of the date of the transaction to avail of the refund right referred to in this condition;
  - 71.3. agree to resolve any disputed Direct Debit directly with the payee concerned and accept that the obligations of us and/or the payment service provider of the payee under the SEPA Direct Debit Core Scheme are not subject to claims or defences under the contractual or other arrangements in place between you and the payee.

## Incorrectly executed and non-executed SEPA Direct Debits

72. If a Direct Debit has been made on your Account where:
- 72.1. you have not consented to the Direct Debit in advance directly to us;
  - 72.2. you were not given prior notice from us or from the recipient of the Direct Debit of the amount to be debited prior to the due date for the transaction; and
  - 72.3. the amount debited exceeded the amount you could reasonably have expected taking into consideration your previous spending pattern;
- you may request a refund of the amount from us by contacting us during working hours in accordance with the 'Contacting us' section of these Conditions, provided such request is made within 8 weeks of the date of the transaction. Within 10 Working Days of you providing all relevant information to us in relation to the transaction, we will either refund the amount requested or provide reasons for refusing the refund.

## Refund rights for Card payments you have authorised

73. Where the recipient's financial services provider is located in the EEA, you may also be entitled to a full refund for Card transactions if you can prove to us that both of the following circumstances applied:
- 73.1. when you authorised the Card transaction, the exact amount of the Card transaction was not specified to you; and
  - 73.2. 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 transaction.
74. You will not be entitled to any refund for any authorised Card transaction where you give us direct permission to carry out the Card transaction and, where applicable, where the information on the future payment was made available to you at least 4 weeks before the transaction.
75. To request a refund of the amount of a transaction you have authorised, you must contact us within 8 weeks of the date of the Card transaction being debited from your Account. 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. If we refuse to refund you and you are not satisfied with our reasons you may make a complaint in accordance with the complaints procedures detailed in the 'Complaints' section.

## Joint Accounts

76. This section applies to a person who has a shared Account with one or more other person. We call this a joint Account. This section sets out how we deal with joint Account holders and what happens if the arrangement between them comes to an end. If an Account is operated as a joint Account:
- 76.1. this Agreement applies to all the joint Account holders collectively;

- 76.2. joint Account holders will be jointly and severally liable for any amount owing on the Account. This means that any one, some, or all, of the joint Account holders can be held accountable to pay us any amount owed, separately and/or together;
- 76.3. joint Account holders can make payments or withdrawals in accordance with the latest signing instructions given for the Account. If your Account signing instructions state that any one joint Account holder can sign, then one joint Account holder can pay or withdraw funds from the Account without the others' knowledge. Such Account signing instructions can be amended on agreement of all the joint Account holders and will remain in place until amended further;
- 76.4. 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 which allow you to view accounts with different providers in one place). Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way, as 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;
- 76.5. we will communicate with all joint Account holders at the Registered Address. Each joint Account holder is responsible for sharing this information with all joint Account holders. The Registered Address that we send communications to will be the address selected at Account opening, or by a later joint written instruction;
- 76.6. in order to remove an Account holder from the Account, add a new Account holder to the Account, change the Registered Address, or to close the Account, all Account holders must sign the relevant instruction;
- 76.7. when your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders, depending on the Account signing instructions;
- 76.8. we can close the Account if requested to do so by the relevant parties acting in accordance with our procedures;
- 76.9. 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;
- 76.10. on the death of any joint Account holder the rights and/or liabilities in respect of the Account will become vested in the surviving Account holder(s). Any funds left in the Account and any interest that has accrued, will be paid to the surviving or the sole surviving joint Account holder, subject to our right of set off (please see the 'General' section of these Conditions for more details on our right of set off ), compliance



with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, if applicable, unless you have provided otherwise on your application form, or later in writing to us signed by all joint Account holders; and

- 76.11. if any joint Account holder becomes bankrupt, we will require the instructions of the other joint Account holders as well as the person administering your bankruptcy before we pay any outstanding balance to any other account.

### Statements and Queries

77. Statements for the Account will be issued at least quarterly unless there have been no transactions on the Account during the quarter.
78. The statement will contain details of all transactions on the Account for the relevant period of the statement. You may also at any time obtain details of any transactions on your Account by viewing your Account details online on the “Your Accounts Online” section of [www.ebs.ie](http://www.ebs.ie) or by contacting us. You may request additional statements from us at any time.
79. You should review any statement received from us and if you believe there is an error on your Account, you should notify us on the first Working Day after you receive the statement. Please see the ‘Contacting us’ section of these Conditions for details on how to contact us.

### Fees, Charges, and Interest

80. We may charge certain fees and/or charges, including government charges for the use of your Account. The Fees and Charges applicable as at the date of these Conditions are set out in the Schedule to these Conditions.
81. We may also charge interest on your Account. We explain in more detail the various types of interest below in this ‘Fees, Charges and Interest’ section.
82. Fees are calculated on a monthly basis and debited to your Account on a quarterly basis. Your statement will detail the Fees (if any) incurred by you during the quarter to which the statement relates. Any Fees will be debited to your Account on the 25th day of the month following the quarter to which the statement relates (or where the 25th is not a Working Day, the next Working Day).
83. Charges will be debited to your Account at the times specified in the Schedule to these Conditions.
84. All of our interest rates are variable (which means that they may go up and/or down) and the composition of them may change from time to time. For details of the interest rates that apply at any given time, please see our website, EBS office notices and/or your Account statement.
85. We may, from time to time, make changes to and/or introduce new fees, charges, and interest rates. How and when we will make any such changes is set out in the ‘Changes to your Agreement’ section. Details of the changes

to the Fees and Charges will also be available from any EBS office and on our website [www.ebs.ie](http://www.ebs.ie).

86. The interest rate on your Account is a variable rate and can be greater than 0% per annum or 0% per annum. If there is a change to the interest rate, we will notify you in accordance with the 'Changes to your Agreement' section of these Conditions. Details of applicable interest rates are provided on Account opening and are available from any EBS office or on our website [www.ebs.ie](http://www.ebs.ie).
87. Where an Unauthorised Overdraft arises on the Account, you may have to pay us fees, charges, and interest. Please see the 'Unauthorised Overdrafts' section below for more information.
88. Non-euro transactions will be converted to euro using the Card Scheme exchange rate. We have no control over when the transaction is processed by the Card Scheme and when the exchange rate is applied. For most non-euro transactions, the Card Scheme applies their exchange rate, generally within a few days. More information on how and when these exchange rates apply is available on our website [www.ebs.ie](http://www.ebs.ie).

For transactions within the EEA, we provide a comparison by way of percentage mark-up between (i) our rate which is made up of the Card Scheme exchange rate for that day in addition to our currency conversion fee, and (ii) the European Central Bank foreign exchange rate. This is available on our website [www.ebs.ie](http://www.ebs.ie).

We may also be required by law to send you information electronically once you have completed a non-euro Valid Transaction in the EEA in accordance with the 'Contacting you' section.

In addition to the fees, charges (and interest, if applicable) referred to in the Schedule to these Conditions, you may also be charged a transaction fee by the local bank which processes the Valid Transaction. For further information, you can contact us using the details set out in the 'Contacting us' section of these Conditions or visit our website [www.ebs.ie](http://www.ebs.ie).

### Unauthorised Overdrafts

89. An Unauthorised Overdraft will arise if any Withdrawal Request or other debit to the Account exceeds the credit balance on the Account.
90. You will be notified by us in writing when an Unauthorised Overdraft exists on the Account. The amount outstanding shall be repayable on demand to EBS.
91. Interest will be accrued on an Unauthorised Overdraft on a daily basis at the Unauthorised Overdraft Interest Rate and will be debited to the Account on a quarterly basis until the debit balance is repaid. It is charged as a compound interest, which means that interest charged to your Account will itself bear interest until it is paid (regardless of any other rights we may have in relation to interest you have not paid). The Unauthorised Overdraft Interest Rate is set out in the Schedule. You will be informed of the Unauthorised Overdraft Interest Rate when we notify you of the occurrence of an Unauthorised Overdraft.

92. When an Unauthorised Overdraft occurs on your Account, an additional Unauthorised Overdraft Charge will be debited immediately to the Account as specified in the Schedule.
93. If we allow a payment which would result in an unauthorised overdraft on your Account, this will not mean we must allow such payments in the future, no matter how frequently we allow such payments.

### Closure of Account

94. We may close or suspend your Account where one or more of the following conditions are met:
  - 94.1. there has been no Valid Transaction on your Account for more than 24 consecutive months;
  - 94.2. 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;
  - 94.3. you are no longer legally resident in the EEA;
  - 94.4. you have opened another Personal Payment Account with any bank in Ireland (including us);
  - 94.5. you have deliberately used your Account for illegal purposes;
  - 94.6. 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;
  - 94.7. if we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us.
95. Unless it would be contrary to national security or public policy, we will tell you in writing at least two months in advance of closure or suspension of your Account where we do so because:
  - 95.1. there has been no Valid Transaction on your Account for more than 24 consecutive months;
  - 95.2. you are no longer legally resident in the EEA;
  - 95.3. you opened another Personal Payment Account with any bank in Ireland (including us).
96. In all other cases, we may close or suspend your Account immediately and we will give you notice in writing that we have done so.
97. Notwithstanding any other provision in these Conditions, any and all rights that we have to refuse to execute a transaction or suspend or block any Card under these Conditions, or any terms and conditions which apply to any other service or facility which we provide to you, including Your Accounts Online Conditions continue to apply.
98. If we close an Account:
  - 98.1. we can still debit the Account under condition 32 or to cover any Withdrawal Request; and

- 98.2. you will still have to pay back any debit balance, interest or other amounts which you owe us on the Account.
99. We may also close an Account if we become aware of the death of any of the Account holders.
100. You remain responsible to repay all money owed in accordance with the terms of this Agreement until all money owed is paid, which means that you will also have to pay any further interest that accrues (if applicable) and/or any fees or charges which are applied before you repay everything in full, in accordance with the terms of this Agreement. When the Account is closed, you will no longer be able to use the Account (or any Card associated with it) to make payments. However, if there are any continuous payments that you have authorised on your Card, for example, to utility or insurance companies, you will need to cancel these as outlined in condition 53. If you do not cancel them, then they may continue to be charged to your Account after the Agreement has ended. You will be responsible for any amount owing as a result of this.
- Warning:** You will remain responsible to us for any amount you owe us, even when your Account has been closed.
101. You can ask us to close your Account at any time by writing to your EBS office or, in any other way we allow. You can contact us using the details in the 'Contacting us' section for more information on these procedures. If you have a joint Account, please see the 'Joint Accounts' section for information on closing your joint Account.

### Deactivation of Account

102. 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.
103. If we treat an Account as inactive under this 'Deactivation of Account' section, we will treat the Account as active again (reactivated) if:
- 103.1. you contact us and complete the required documentation; or
- 103.2. we think it is reasonable to reactivate it.
104. 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.
105. If you wish to reactivate your Account, you must provide us with satisfactory evidence of identity and address.

## Contacting us

106. At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found online at [www.ebs.ie](http://www.ebs.ie).
107. You may contact us:
  - 107.1. 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);
  - 107.2. by telephoning us from within Ireland during working hours on 0818 654 322;
  - 107.3. on +353 1 665 8000 if calling from outside Ireland or if calling outside working hours; or
  - 107.4. by writing to us at EBS d.a.c., 10 Molesworth Street, Dublin 2, D02 R126.
108. If reporting your card lost/stolen you may contact us:
  - 108.1. on 1800 440 040 from within Ireland or
  - 108.2. on +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#compatible> for relevant contact details.
109. For all other Card queries please call 0818 654 328 or +353 1 665 8080 if calling from outside Ireland, during working hours.
110. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

## Contacting you

111. Where we are allowed to by law, we may contact you in person, by phone (including SMS Message or push notification), by post, by hand delivery, by fax, by email or online (for example, via any message facility available on our online banking 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, phone number or any other contact details change. You should also make sure that arrangements for receiving mail at your address are secure.

## Changes to your Agreement

112. We can make changes to the terms of this Agreement where we have a valid reason. These include changes to the interest rate, our fees and charges, and other terms of the Agreement.

When we refer to making changes to charges, this means that we can introduce a new charge, remove a charge, or change the amount of a charge.

The table below explains the valid reasons that may cause us to make a change and what we can change in the Agreement as a result.

| Reason for the change   | We can change: |                  |             |
|---|----------------|------------------|-------------|
|   | Interest rate  | Fees and charges | Other terms |
| Changes to our cost of funds, and changes in our operational costs including staff, administration, and infrastructure costs  | ✓              | ✓                | ✓           |
| Changes in the costs charged to us by other providers for providing services relating to the Card and/or Account including a change we reasonably expect will happen  | ✓              | ✓                | ✓           |
| A change in the amount or type of “capital” we have to hold, including a change we reasonably expect will happen. “Capital” refers to the amount we have to hold in reserve, to comply with legal and regulatory requirements | ✓              | ✓                | ✓           |
| Changes in how we assess our risk in lending to you   | ✓              | ✓                | ✓           |
| Changes in our technology, systems and/or processes, or the costs we incur in maintaining or updating these including a change we reasonably expect will happen   | ✓              | ✓                | ✓           |
| We reasonably believe we should change the way we charge for our products and services, for example to make them more straightforward, or to reflect how our customers use products and services                              | ✓              | ✓                | ✓           |
| A change in an existing service   | ✓              | ✓                | ✓           |
| Introducing a new service, or a new way for you to bank with us (including where we will charge for this)   | ✓              | ✓                | ✓           |
| Withdrawing a service, or changing its features (for example, if we withdraw or change the card we give you, or we stop your card from being stored in an electronic wallet)  | ✓              | ✓                | ✓           |
| Moving you to a different account because you are no longer eligible for your existing Account, or we are withdrawing the Account   | ✓              | ✓                | ✓           |
| Changes in laws, regulations, any codes or other duties that are binding on us including a change we reasonably expect will happen  | ✓              | ✓                | ✓           |

|   |   |   |   |
|---|---|---|---|
| Changes in industry guidance or good practice, which we are used to following including a change we reasonably expect will happen   | ✓ | ✓ | ✓ |
| Instructions from a court, ombudsman, regulator, government agency or law enforcement agency  | ✓ | ✓ | ✓ |
| Changes in our organisation, our business model, or how we do business  | ✓ | ✓ | ✓ |
| Changes in the market (e.g. as a result of new entrants, actions by our competitors or changing customer preferences) and the general economic climate, which mean we need to make changes to make sure our business is run effectively, efficiently, and prudently | ✓ | ✓ | ✓ |
| A change which we reasonably believe is for your benefit  | ✓ | ✓ | ✓ |
| To make the Agreement fairer, or correct any errors or clarify anything we have said  | ✓ | ✓ | ✓ |

Please remember that we can make changes for any other valid reasons which are not set out in this condition, provided we give you reasonable notice and you are free to end this Agreement.

### When can we make changes to this Agreement?

113. Unless there are circumstances where we may give you shorter notice (please see under the 'Are there any exceptions?' heading below for examples), or law or regulation requires us to give you more notice, we will usually tell you about a change to this Agreement at least two months in advance of the change.
114. If you don't want to accept the change, you can close your Account before the change comes into effect. If you do so, you will not be charged any extra fees, charges or interest. However, you will need to repay all sums outstanding in connection with the Account. This includes the amount of any fees, charges or government duty that you already owe and any accrued interest, which has not yet been added to the Account. Please see the 'Closure of Account' section for more information on how to close your Account. If you do not close your Account before the date on which the change comes into effect, the change will apply to your Account.
115. Unless we are required by law or regulation to tell you about any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our EBS offices).

### Are there any exceptions?

116. There are certain circumstances where we may give you shorter notice than outlined above under the 'When can we make changes to this Agreement' heading, or where we will not tell you about changes or tell you about changes after we make them. We will only do this if we have a valid reason. Examples of valid reasons are:
- 116.1. the change is in your favour (for example, we reduce fees and charges on your Account or increase the credit interest rate payable to you);
  - 116.2. the change is required under law or regulation by a particular date, and there isn't time to give you notice;
  - 116.3. the change is to introduce a new product or service that you can use in relation to your Account;
  - 116.4. the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or
  - 116.5. the change relates to certain benefits that may apply to your Agreement. In this case, these benefits will generally have their own terms and conditions and be subject to certain eligibility criteria. We will only change or withdraw a benefit that may apply to your Account with shorter notice, or without notice, if you have not availed of the benefit and accepted any applicable terms and conditions. If you have availed of a benefit on the Account and we are changing or withdrawing it, we will give you prior notice of this in accordance with this 'Changes to your Agreement' Section. Details of these benefits are not included in this Agreement, more information about them is available on our website.

### Our responsibility to you

117. 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 this Agreement. However, our responsibilities are not absolute, and we will not be in breach of this Agreement if we do not provide the services considered by this Agreement, or if there is an interruption to the provision of the services as a result of the following:
- 117.1. you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account or Card;
  - 117.2. 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 confirm your identity (for example, a passcode, password or fingerprint);
  - 117.3. where you have acted fraudulently or with gross negligence;
  - 117.4. if any of the details you gave us were wrong or insufficient;



- 117.5. unforeseeable or unavoidable circumstances beyond our reasonable control, which meant, despite our reasonable efforts, we could not follow this Agreement. 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);
  - 117.6. 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
  - 117.7. 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 listed in the 'Closure of Account' section of this Agreement.
118. Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss if:
- 118.1. we act fraudulently, with negligence or such loss is a result of our wilful misconduct; or
  - 118.2. law or regulation does not allow us to exclude or limit liability.

### Your responsibility to us

119. It is important that you are aware that you also have responsibilities. By using your Account, you agree that:
- 119.1. you will comply with your obligations under this Agreement;
  - 119.2. you, as the Account holder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this Agreement or your Account is closed or suspended (for more information see the 'Closure of Account' section).
120. If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account (for more information see the 'Closure of Account' section).

### General

121. We can set off your Accounts. This means that we may, at any time and without notice to you, use the funds in your Account or in any of your other accounts with us to pay off some or all of any amount you owe us (in all instances, this includes accounts not covered by this Agreement).

122. 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.
123. If any part of this Agreement 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 this Agreement and its application to any person or EBS or circumstances will not be impacted or affected and it shall continue to bind both you and us.
124. You will receive a copy of these Conditions on opening an Account and you may request a further copy at any time.
125. For Accounts opened prior to 1 January 2000, additional facilities may be available, as set out in the Supplementary Terms and Conditions. If there is a conflict between these Conditions and the Supplementary Terms and Conditions, the Supplementary Terms and Conditions will prevail.
126. 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, Card PIN, other login and/or Security Details) via letter or email. If we contact you by phone, we may need to identify you. We will 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 Card PIN.

## Complaints

127. If you wish to make a complaint:
  - 127.1. 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, 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;
  - 127.2. you will find more about the steps we take to try to solve your complaint in our complaints brochure;
  - 127.3. 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.

## Your Information

128. 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.

129. 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.

### Governing law and jurisdiction

130. Subject to the rest of this 'Governing law and jurisdiction' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland.
131. Any dispute about or in connection with this Agreement 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 this Agreement, 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.

### Definitions

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

**Agreement** means all of the following:

- a) these Conditions, which contain the main terms for your Account;
- b) the information in your application form (if applicable) for your Account and/or Card;
- c) any document provided to you regarding your Account and/or your Card, containing information on its terms and conditions, use and/or security; and
- d) the Your Accounts Online Conditions;
- e) the terms and conditions for any other services we provide that you may use in relation to your Account or Card (for example, our online banking services).

**ATM** means an automated teller machine.

**Calendar Day** means any day of the year from January 1st to December 31st inclusive, regardless of whether it is a Working Day or any other day.

**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.

**Card Scheme** means a scheme governing the issue and use of Cards, for example, Mastercard as that Card Scheme or name may change or as we may replace that Card Scheme from time to time.

**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.

**Charge** means an amount which will be debited to your Account in respect of Government stamp duty or in respect of certain services that you avail of or in respect of certain unauthorised transactions on your Account, as set out in the ‘Schedule: fees and charges applicable to EBS MoneyManager accounts’ below.

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

**Credit Transfer** means the Account provider transfers money, on the instruction of the customer, from the customer’s account to another account (for the avoidance of doubt, this does not include an Instant Credit Transfer);

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

**Direct Debit** means the customer permits someone else (recipient) to instruct the Account provider to transfer money from the customer’s account to that recipient. The Account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary.

**EBS, us, Account provider and we** means EBS d.a.c., a designated activity company registered in Ireland under registration number 500748, and includes our successors, transferees and assigns. Our registered office is at 10 Molesworth Street, Dublin 2, D02 R126. 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 CardManager App** means an EBS application which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making transactions with your Card and/or such other uses as we may designate from time to time.

**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.

**Fee** means an amount which will be debited to your Account in respect of certain authorised transactions on your Account.

**Instant Credit Transfer** also known as an Instant Payment or a SEPA Instant Credit Transfer, means a transfer to your Account in euro, which can be executed immediately by the account provider on any Calendar Day.

**Listing Approach** means a specific listing of Direct Debits which are either permitted by you for presentation for payment by us (known as a “White List”) or are not permitted by you for presentation for payment by us (known as a “Black List”).

**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 or other Device.

**Non-Cash Items** means cheques, drafts and all other transfers of funds including by means of Direct Debit, Credit Transfer, Standing Order, electronic transfer and money transfer order (for the avoidance of doubt, this does not include an Instant Credit Transfer).

**Online Transfer** means an electronic funds transfer from an Account to selected utility companies, to make credit card payments or to certain other bank or building society accounts from time to time.

**Personal Payment Account** means any personal account (sole or joint) used primarily for the execution of day to day payment transactions which has at least the following features: the account allows you to (a) place funds, (b) withdraw cash and (c) make and receive payment transactions, including credit transfers, to and from a third party. Current Accounts are usually personal payment accounts, but other accounts may also have these features.

**Registered Address** means the address of the first named Account holder on the Account.

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

**Security Details** means any security details arising out of any security procedure that we may require you to follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example, a password, passcode, access code, security code, or biometric data (to include but not limited to, voice or a fingerprint)).

**SEPA** means the Single Euro Payments Area comprising those countries including Ireland which are listed in the official list of SEPA countries as published and updated or amended by the European Payments Council from time to time.

**SEPA Direct Debit Core Scheme** means the European Payments Council's SEPA Direct Debit Core Scheme and the rulebook applicable to that scheme of the European Payments Council as may be in force and amended from time to time and as described in the information and rulebook as is available from the European Payments Council's website.

**SEPA Scheme Rules** means, as applicable, the SEPA Direct Debit Core Scheme Rules or the SEPA Credit Transfer Scheme Rules of the EPC as amended and updated from time to time.

**Standing Order** means the Account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

**Supplementary Terms and Conditions** means the Supplementary Terms and Conditions for EBS MoneyManager Accounts which may apply to Accounts opened prior to 1 January 2000.

**Unauthorised Overdraft** means the customer's account is overdrawn in excess of an authorised overdraft limit or where no authorised overdraft limit has been agreed.

**Unauthorised Overdraft Interest Rate** means the applicable interest rate on a debit balance, as set out in the 'Schedule: fees and charges applicable to EBS MoneyManager accounts' below.

**Unique Identifier** means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment (for example, national sort code (NSC) of the payee's bank and the payee's account number or the payee's International Bank Account Number (IBAN) and the Bank Identifier Code (BIC) of the payee's bank).

**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 type instruction to debit an Account.

**Working Day** means a day (other than a Saturday, Sunday, or public holiday) on which EBS is generally open for business in Ireland. In relation to execution timeframes in respect of a payment to an account with another bank outside of Ireland, it shall be defined as a day on which both the recipient bank is also open for business and the Trans European Automated Real Time Gross Settlement Express Transfer 2 (TARGET) system, or any successor thereto is operating.

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

**Your Accounts Online Conditions** means the terms and conditions applicable to viewing or effecting transactions on the Account online.

## SCHEDULE: FEES AND CHARGES APPLICABLE TO EBS MONEYMANAGER ACCOUNTS

### Fees:

| Description                       | Amount | When Debited |
|-----------------------------------|--------|--------------|
| Cash withdrawal in EBS office     | Free   | N/A          |
| ATM withdrawal (euro-denominated) | Free   | N/A          |
| EBS Cheque withdrawal             | Free   | N/A          |

## Charges:

| Description  | Amount  | When Debited  |
|--|---|---|
| Non euro-denominated ATM withdrawal  | 1% of the amount of the withdrawal (minimum €1.91, maximum €6.00). The Mastercard Exchange Rate will apply  | Same day at end of Working Day  |
| Using a debit card for purchases in foreign currency including a non euro-denominated Cashback Transaction                     | 1% of the amount of the transaction (minimum €0.30, maximum €6.00). The Mastercard Exchange Rate will apply   | Same day at end of Working Day  |
| Stamp duty on EBS Cheque (Government Charge)   | Applicable government stamp duty per EBS Cheque   | Same day at end of Working Day  |
| Stamp duty on Card (Government Charge)   | Applicable government stamp duty per Card. The amount depends on whether you use your Card at both an ATM and a Retail Terminal   | Annually in arrears   |
| Unauthorised Overdraft Charge  | €5.00   | Will be debited on the same day as an Unauthorised Overdraft occurs on your Account at end of Working Day |
| Unauthorised Overdraft Interest Rate   | The Unauthorised Overdraft Interest Rate is 3% per annum above the EBS Mortgage Standard Variable Rate (as displayed on our website and available on request in EBS offices). | Quarterly   |
| Unpaid cheque (a cheque that is lodged to your Account and returned "unpaid" due to the cheque failing to clear)               | €4.44   | Same day at end of Working Day  |
| Unpaid Direct Debit (a Direct Debit presented on your Account and returned "unpaid" due to insufficient funds in your Account) | €6.35   | Same day at end of Working Day  |

The following transactions are not currently subject to Fees or Charges, however, this may be subject to change from time to time:

### Transaction Detail

- Cash lodgement
- Cheque lodgement (including EBS Cheques and non-EBS Cheques)
- Using a debit card for purchases in euro (including cashback transactions)
- Direct credit
- Standing Order (including setting up and amending)
- Direct Debit (including setting up and amending)
- Online Transfer
- Certificate of interest: a statement confirming the interest that was debited or credited to your Account in a given period
- Credit Transfer
- Instant Credit Transfer









EBS d.a.c. is regulated by the Central Bank of Ireland.  
Registered Office: 10 Molesworth Street, Dublin 2,  
D02 R126. Registered in Ireland. No. 500748.

