

Terms and Conditions Booklet for the
EBS MoneyManager Account

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 Account Online Conditions. These terms and conditions will prevail to the extent that if there is any conflict between them and any terms and conditions which apply to any other service or facility which we provide to you to the extent that they relate to your Account including Your Account Online Conditions or any of our information leaflets, webpages or other promotional materials.

Account Opening

3. You must be 18 years of age or over and be legally resident in the European Economic Area (the “EEA”) to open an Account.
4. 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.
5. No more than 2 persons may jointly hold an Account.
6. 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.
7. 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.
8. There may be circumstances where we refuse to, and/or cannot, open an Account.
9. You may hold no more than two Accounts (whether jointly or in your own name) and the balance of your Account (or aggregate balance of your two Accounts, if applicable) cannot exceed €500,000. There is no minimum balance to open an Account.
10. 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 at least 2 months before the date the interest rate change takes effect in accordance with condition 90. Details of applicable interest rates are provided on Account opening and are available from any EBS office or on our website (www.ebs.ie).

Lodgements

11. Cash and Non Cash Items which are euro-denominated may be lodged to an Account. Lodgements in a currency other than euro shall not be accepted.
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. If a Non Cash Item lodged to an Account is returned unpaid or recalled by the paying bank, we will debit the Account with the amount of that item, any interest we have paid on it and any applicable Charge.
15. If your Card is not presented when making a lodgement, you will be required to provide your name, address and Account number.
16. Your authorisation and consent to a lodgement is evidenced by accepting the lodgement receipt.
17. 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

18. Withdrawals may be made from an Account:
 - 18.1. by using your Card;
 - 18.2. over-the-counter at certain EBS offices in cash or by EBS Cheque;
 - 18.3. by Online Transfer in accordance with the Your Account Online Conditions;
 - 18.4. 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
 - 18.5. 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).

19. The maximum aggregate amount that may be withdrawn from an Account in a one day period subject to condition 21 and condition 42:

- 19.1. using your Card at an ATM is €600;
- 19.2. using your Card for purchases at Retail Terminals including Cashback Transactions or for purchases made online or by telephone is €2,000;
- 19.3. over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS office;
- 19.4. by Online Transfer is €5,000; and
- 19.5. 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.

20. If you are accessing your Account via a third party through our online banking services, the Your Account Online Conditions will apply (including any applicable spending limits and cut-off times). Please see the Your Account Online Conditions for further information.
21. 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.
22. 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.
23. It shall be deemed evidence of your authorisation and consent to a withdrawal when:
- 23.1. you sign the Withdrawal Request;
 - 23.2. you use your Card and Card PIN or Card and your signature;
 - 23.3. 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;

- 23.4. 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 Account Online Conditions (including where withdrawals are initiated through third parties);
 - 23.5. 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
 - 23.6. you sign the Direct Debit or Standing Order mandate.
24. 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 26.
25. 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.
26. The following provisions apply to the cancellation of Withdrawal Requests:
- 26.1. 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;
 - 26.2. 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;
 - 26.3. 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;
 - 26.4. 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

- 26.5. 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.
27. 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.
28. We can debit an Account to cover:
 - 28.1. any amount which is owed to us on an Account including, but not limited to, any applicable Fees and Charges; and
 - 28.2. any loss, damage, cost or expense we suffer in connection with an Account (and you will be liable to indemnify us for such losses, damages, costs or expenses if there are insufficient funds in the Account).
29. 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

30. 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 Card App terms of use. The Card may also only be used by the Account holder to whom it has been issued.
31. Where you are required to contact us regarding your Card or other Withdrawal Request you should telephone the relevant number below within the relevant time frame:
 - 31.1. 1800 440 040 if reporting your card lost/stolen from within Ireland or
 - 31.2. +353 1 665 8080 if calling from outside Ireland. If you are abroad, you can contact Mastercard free of charge to report your Card lost or stolen. Please see <https://www.ebs.ie/contact-us#compatible> for relevant contact details.

For all other Card queries, please call 0818 654 328 or +353 1 665 8080 if calling from outside Ireland, during working hours.

32. 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;
 - 32.1. if we suspect that a Card is being used improperly or in breach of these Conditions we may, without having any liability to you for so doing, place a block on the relevant Card so as to prevent its further use. We will advise you of any block as soon as possible unless we are prevented from doing so by operation of law.
33. 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.
34. A Card must be activated prior to use. You can activate your Card by contacting us during working hours in accordance with condition 31 or by such other means as we may make available from time to time. A Card cannot be activated in an EBS office.
35. When you use your Card online, we may need to confirm it's you before the transaction can be authorised. We'll 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 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 Card App, or any other way made available by us). If we ask you to identify yourself and you can't 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).
36. 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 www.ebs.ie. If you are travelling to a country which is not specified in this list, you should contact us in accordance with condition 31 prior to travelling, to request use of your Card in that country.

Lost Cards or fraudulent use of your Card

37. 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.
38. 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 condition 31 without undue delay and no later than 24 hours after becoming aware of such loss, theft, misappropriation, unauthorised use or unauthorised disclosure.

39. 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.
40. EBS monitors Card transactions for possible suspicious activities. If we believe suspicious activity is taking place, we will temporarily block the Card and attempt to contact you to verify that the activity is a Valid Transaction. If it cannot be established that the transaction is a Valid Transaction, the Card will be cancelled.

Merchants and your Card

41. EBS will not negotiate with a Merchant on behalf of an Account holder.
42. In some circumstances, you may need permission from EBS or our agents to permit a particular transaction which exceeds the transaction limits set out elsewhere in these Conditions. The granting of this authorisation is at EBS' discretion and has the effect of reducing the available credit on the Account.
43. EBS has no liability if a Card is refused by a Merchant or if the Merchant fails to contact EBS for authorisation where required.
44. 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.
45. We can't cancel a Card transaction that you have authorised. If you have a continuous payment instruction, such as a subscription, set up from your Card and you want to cancel it, you can do so by contacting us in accordance with condition 31 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.

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 don't, 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 condition 87.

Cancellation of the Card facility

46. The agreement for the issue and the use of a Card may be terminated at any time by your cancellation of the Card in accordance with condition 47 or by our decision to cancel or suspend the facility for the use of the Card. In addition to our general right to cancel your Card at any time, EBS may, without being obliged to, cancel your Card without prior notice to you in the event that no Valid Transaction has been carried out using your Card in the preceding 12 months. Any liability incurred by us or you prior to the cancellation will continue.
47. If you wish to cancel your Card, you must advise us accordingly during working hours in accordance with condition 31 and then destroy the Card by cutting through the chip and magnetic stripe. The cancellation of a Card will not automatically lead to closure of the Account.
48. If an Account holder is removed from an Account, any Card in that Account holder's name will be automatically cancelled by us. 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.
49. Your Card will be subject to an expiry date. You are not permitted to use the Card after the expiry date.
50. 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.

Unauthorised withdrawals

51. You are responsible for all withdrawals from the Account save for withdrawals where you did not authorise or consent to the withdrawal in accordance with condition 23. In that case, subject to conditions 52 and 53, we will immediately refund the amount of the unauthorised withdrawal to the Account and credit any interest to the Account as if the unauthorised withdrawal had not taken place.

52. Subject to condition 51, if a withdrawal from an Account was not authorised or consented to by you and it resulted from a lost, stolen or misappropriated Card or Device or the misappropriation of a Card PIN or any applicable Security Details, your liability for withdrawals in the period before you notify us will be limited to €50, provided that:
- 52.1. you notify us as soon as reasonably possible, but at any rate within 30 days of becoming aware of the withdrawal in accordance with condition 31; and
 - 52.2. such notification is made no later than 13 months after the date of the withdrawal.
53. We will have no liability to you for any withdrawals or other losses suffered where it is established that such loss was incurred as a result of your fraudulent action or where it is established that you either intentionally or by acting with gross negligence, breached any of these Conditions or the Your Account Online Conditions or any of our other terms and conditions associated with the operation of your Card and/or Account. For example, you did not take reasonable care to prevent your Card or Device from being lost, stolen or misappropriated or you did not take all reasonable steps to keep your Card PIN, Security Details, or your registration number and personal access code (as referred to in Your Account Online Conditions) safe, or you failed to notify us in accordance with condition 52.
54. If, as result of an investigation, we establish that a withdrawal claimed as unauthorised is in fact an authorised withdrawal, we will debit your Account with any amount refunded and re-charge any fees and/or charges (including interest) that you owe us. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation.

Incorrectly executed withdrawals

55. If you believe that a withdrawal has taken place on your Account that was incorrectly executed, you must notify us in accordance with condition 56.
56. Subject to condition 57, where it is established that a withdrawal was incorrectly executed, we will immediately refund the amount of the incorrectly executed withdrawal to the Account and credit any interest to the Account as if the incorrectly executed withdrawal had not taken place provided that:
- 56.1. you notify us within 30 days of becoming aware of the withdrawal in accordance with condition 87; and
 - 56.2. such notification is made no later than 13 months after the date of the withdrawal.
57. We will have no liability to you for any losses suffered by you resulting from an incorrectly executed withdrawal or a delayed withdrawal due to incorrect, incomplete or unclear instructions (including but not limited to providing an incorrect account number) or where it is established that you either intentionally or by acting with gross negligence, breached any of these

Conditions or the Your Account Online Conditions or any of our other terms and conditions associated with the operation of your Card and/or Account. If, as a result of an investigation, we establish that a withdrawal was in fact correctly executed, you may also be responsible for any reasonable costs incurred by us in carrying out the investigation.

58. 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.

Refund rights under the SEPA Direct Debit Core Scheme

59. You:

- 59.1. 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;
- 59.2. 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;
- 59.3. 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

60. If a Direct Debit has been made on your Account where:

- 60.1. you have not consented to the Direct Debit in advance directly to us;
- 60.2. 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
- 60.3. 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 condition 87, 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

61. 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:

- 61.1. when you authorised the Card transaction the exact amount of the Card transaction was not specified to you; and

- 61.2. 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.
- 62. You will not be entitled to any refund for any authorised Card transaction where you give us direct permission to carry out the transaction and where the information on the future payment was made available to you at least 4 weeks before the transaction.
- 63. You may request a refund of the amount from us by contacting us during working hours in accordance with condition 31, provided such request is made within 8 weeks of the date of the Card transaction. Within 10 Working Days of you providing all relevant information to us in relation to the Card transaction, we will either refund the amount requested or provide reasons for refusing the refund.

Joint Accounts

- 64. If an Account is operated as a joint Account:
 - 64.1. this agreement applies to all the joint Account holders collectively;
 - 64.2. each of you will be jointly and severally liable for any amount which is owed to us in respect of the Account;
 - 64.3. on the death of one Account holder, the rights and/or liabilities in respect of the Account will become vested in the surviving Account holder(s) subject to receipt by us of the appropriate legal and/or tax clearance;
 - 64.4. subject to condition 64.5., all instructions issued and all acts done by one Account holder will be deemed to be instructions and acts of all Account holders; this means that one joint Account holder can withdraw funds from the Account without the other's knowledge;
 - 64.5. in order to remove an Account holder from the Account, add a new Account holder to the Account, change the Account address or to close the Account, all Account holders must sign the relevant instruction;
 - 64.6. we will communicate with joint Account holders at the Account address. Each joint Account holder is responsible for sharing this information with all joint Account holders;
 - 64.7. any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant, financial advisor or account aggregation service providers). Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way; 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;

64.8. if we have reason to believe that there is a dispute between joint Account holders we may, but without being obliged to do so, place a block on the Account until we receive new instructions on the operation of the Account from all Account holders.

Statements and Queries

- 65. Statements for the Account will be issued at least quarterly unless there have been no transactions on the Account during the quarter.
- 66. 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 or, subject to condition 87, by contacting us. You may request additional statements from us at any time.
- 67. You should review any statement received from us and if you believe there is an error on your Account, you should notify us during working hours in accordance with condition 87 on the first Working Day after you receive the statement.

Fees and Charges

- 68. Fees and Charges are applicable to the Account. The Fees and Charges applicable as at the date of these Conditions are set out in the Schedule to these Conditions, and may change from time to time. If there is a change to the Fees and Charges, unless we are permitted by law to give you shorter notice, we will notify you at least 2 months before the date the change takes effect in accordance with condition 90. Details of the changes to the Fees and Charges will also be available from any EBS office and on our website (www.ebs.ie).
- 69. 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).
- 70. Charges will be debited to your Account at the times specified in the Schedule.
- 71. 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).

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).

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).

Unauthorised Overdrafts

72. An Unauthorised Overdraft will arise if any Withdrawal Request or other debit to the Account exceeds the credit balance on the Account.
73. 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.
74. 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. 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.
75. When an Unauthorised Overdraft occurs on your Account, an additional Charge will be debited immediately to the Account as specified in the Schedule.

Closure of Account

76. We may close or suspend your Account where one or more of the following conditions are met:
 - 76.1. there has been no Valid Transaction on your Account for more than 24 consecutive months;
 - 76.2. 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;
 - 76.3. you are no longer legally resident in the EEA;
 - 76.4. you have opened another Personal Payment Account with any bank in Ireland (including us);
 - 76.5. you have deliberately used your Account for illegal purposes;
 - 76.6. 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;
 - 76.7. if we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us.
77. 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:

- 77.1. there has been no Valid Transaction on your Account for more than 24 consecutive months;
 - 77.2. you are no longer legally resident in the EEA;
 - 77.3. you opened another Personal Payment Account with any bank in Ireland (including us).
78. 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.
79. 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 Account Online Conditions continue to apply.
80. If we close an Account:
- 80.1. we can still debit the Account under condition 28 or to cover any Withdrawal Request; and
 - 80.2. you will still have to pay back any debit balance, interest or other amounts which you owe us on the Account.
81. We may also close an Account if we become aware of the death of any of the Account holders.
82. You may apply to close an Account at any time by contacting us. Additional conditions in relation to account closure apply which will be advised to you at the relevant time. If you close an Account, you must pay us anything owing in accordance with condition 28.

Deactivation of Account

83. 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.
84. If we treat an Account as inactive under condition 83, we will treat the Account as active again (reactivated) if:
- 84.1. you contact us and complete the required documentation; or
 - 84.2. we think it is reasonable to reactivate it.
85. 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.
86. If you wish to reactivate your Account, you must provide us with satisfactory evidence of identity and address.

Contacting us

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.

87. You may contact us:
- 87.1. in person by visiting any EBS office. A full list of EBS offices is available on our website at www.ebs.ie;
 - 87.2. by telephoning us from within Ireland during working hours on 0818 654 322;
 - 87.3. on +353 1 665 8000 if calling from outside Ireland or if calling outside working hours; or
 - 87.4. by writing to us at EBS d.a.c., 10 Molesworth Street, Dublin 2, D02 R126.
88. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

Contacting you

89. 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.

General

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

92. If an incorrect amount is debited or credited to an Account we may correct the entry, including debiting or crediting the Account, without notice to you.
93. We will not be liable to you for any loss which may be suffered if, by reason of any causes beyond our control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies, contagious disease or acts of god), we cannot provide services generally, or any particular service to you.
94. 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.
95. 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.
96. If you have a joint Account, any joint Account holder may choose to disclose information in relation to the Account to third parties (please see the 'Joint Accounts' section for more information).
97. In the event that any provision of these Conditions becomes unenforceable or unlawful, such provision will not affect the remaining provisions which will continue to be binding.
98. These Conditions are in the English language and shall be construed according to the laws of Ireland. All communications with you will be in English. You will receive a copy of these Conditions on opening an Account and you may request a further copy at any time.
99. 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.
100. 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'll do this by asking for certain information known only to you. However, we will never ask you to make payments from your Account to any other account or ask you to provide your Card PIN.
101. If you wish to make a complaint:
 - 101.1. 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;
 - 101.2. you'll find more about the steps we take to try to solve your complaint in our complaints brochure;

101.3. 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.

102. 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.

Definitions

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

ATM means an automated teller machine.

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

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

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

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.

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.

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 and assigns. Our registered office is at 10 Molesworth Street, Dublin 2, D02 R126. Our website is at www.ebs.ie. EBS is regulated by the Central Bank of Ireland, PO Box 559, Dublin 1.

EBS Card 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.

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).

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

Non Cash Items means cheques, drafts and all other transfers of funds including by means of Direct Debit, Credit Transfer, Standing Order, electronic transfer and money transfer order.

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.

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.

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 Account 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

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.

