

Terms and Conditions Booklet for  
**Your Accounts Online**

**EBS**



## 1. General

### 1.1. Governing Law

- 1.1.1. Subject to the rest of this 'Governing law' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. 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.
- 1.1.2. If you are a consumer, the jurisdiction of the Irish courts will be non-exclusive, and nothing in this 'Governing law' 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.
- 1.1.3. Additional terms and conditions apply to the operation of each Account. You can obtain a copy of these from any EBS office. You should read your Account terms and conditions and these Conditions together, as they both form part of your Agreement with us.
- 1.1.4. Where you are a consumer, 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.

### 1.2. Variations to the Agreement

- 1.2.1. We can make changes to the terms of this Agreement where we have a valid reason. These include changes to our fees and charges, and other terms of the Agreement.
- 1.2.2. 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.
- 1.2.3. Examples of valid reasons that may cause us to make a change are as follows:
  - a) changes in the costs charged to us by other providers for providing services relating to the Account or the Your Accounts Online service including a change we reasonably expect will happen;
  - b) 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;
  - c) 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;

- d) a change in an existing service;
- e) introducing a new service, or a new way for you to bank with us (including where we will charge for this);
- f) withdrawing a service, or changing its features;
- g) changes in laws, regulations, any codes, or other duties that are binding on us including a change we reasonably expect will happen;
- h) changes in industry guidance or good practice, which we are used to following including a change we reasonably expect will happen;
- i) instructions from a court, ombudsman, regulator, government agency or law enforcement agency;
- j) changes in our organisation, our business model, or how we do business;
- k) 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;
- l) a change which we reasonably believe is for your benefit;
- m) 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 reason which are not set out in this condition, provided we give you reasonable notice and you are free to end this Agreement.

#### 1.2.4 When we make changes to this Agreement

- 1.2.4.1. 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.
- 1.2.4.2. If you don't want to accept the change, you can end this Agreement and stop using the Your Accounts Online service before the change comes into effect. Please see the 'Termination of the Agreement' section for more information on how to end this Agreement. If you do not end this Agreement before the date on which the change comes into effect, the change will apply to you.
- 1.2.4.3. 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 the Your Accounts Online service, on our

website, or by notice published in a national daily newspaper or displayed in one of our offices).

#### 1.2.5 Are there any exceptions?

There are certain circumstances where we may give you shorter notice than outlined above under the 'When 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:

- a) the change is in your favour (for example, we reduce fees and charges on the Your Accounts Online service (if any));
- b) the change is required under law or regulation by a particular date, and there isn't time to give you notice;
- c) the change is to introduce a new product or service that you can use in relation to the Your Accounts Online service;
- d) the change has no impact on the operation of the Your Accounts Online service (for example, we make a change to a term we use to describe something in this Agreement).

### 1.3. Termination of the Agreement

- 1.3.1. EBS may terminate the Agreement and withdraw the Your Accounts Online service by giving the User at least 2 months prior notice in writing to that effect.

However, EBS may terminate the Agreement and withdraw the Your Accounts Online service immediately, or with less notice, if:

- a) the User materially breaches this Agreement or any other agreement with us;
- b) upon the bankruptcy, insolvency, death or other incapacity of the User or any judgment is obtained or threatened against the User;
- c) we reasonably believe that the Your Accounts Online Service has been used negligently, illegally, or fraudulently by you, or by a third party as a result of your negligence or recklessness;
- d) you commit or attempt to commit fraud against us or some other person or entity or where we suspect you have done so;
- e) we must do so in order to comply with any law regulation, court order, code or other duty that applies to us;
- f) you provide us with false or misleading information at any time;
- g) in our reasonable opinion, you are not in a position to properly manage your financial affairs or are unlikely to be able to pay your debts; or
- h) this Agreement becomes unenforceable, or any circumstances arise that are outside our control and, in our reasonable opinion, negatively affect our ability to continue with this Agreement.

- 1.3.2. Notwithstanding the bankruptcy, insolvency, death or other incapacity of the User, all transactions carried out by EBS, on behalf of the User according to instructions received via Your Accounts Online, shall be valid and binding upon the User and the User's estate and/or successors, if made prior to the receipt by EBS of written notice of such event.
- 1.3.3. The User may terminate the Agreement at any time by giving EBS prior notice in writing to that effect.
- 1.3.4. The termination of the Agreement is without prejudice to the continued operation of the User's Accounts in accordance with the relevant Account mandate. EBS also has rights to close an Account in certain circumstances. Further details are set out in the applicable Account terms and conditions.
- 1.4. Notices
  - 1.4.1. Any notice required to be given by the User to EBS in connection with Your Accounts Online shall be given in writing and sent through the post to Your Accounts Online, 10 Molesworth Street, Dublin 2, D02 R126.
  - 1.4.2. Any notice required to be given by EBS to the User may be given in writing by post, email, text message or through the Your Accounts Online service or published in a national daily newspaper or displayed in one of our offices.
- 1.5. **Use of Information and Confidentiality**
  - 1.5.1. Unless indicated to the contrary by the User in the application form, or by separate written notice to EBS, EBS may use the information supplied by the User in the application form for the purpose of introducing and offering to the User from time to time additional, improved, or new products and services of EBS which may be of interest to the User.
  - 1.5.2. EBS and each of its subsidiaries will comply with its obligations under all relevant data protection legislation in relation to the personal data we hold about the User. For more information about how we hold, process, and disclose your information, please see our Data Protection Notice online. It may change from time to time.
  - 1.5.3. The intellectual property rights in data or material developed by EBS for the purposes of providing Your Accounts Online remain vested in EBS. The User shall use such data and materials only for the purpose of accessing Your Accounts Online.
  - 1.5.4. While all reasonable security precautions have been taken by EBS, the nature of communication by the internet is such that EBS cannot guarantee the privacy or confidentiality of any information relating to the User passing over the internet. In accessing Your Accounts Online and in availing of the funds transfer services, the User accepts that electronic mail messaging may not be free from interference by third parties and may not remain confidential. The use of Your Accounts Online is at the User's sole risk.

## 1.6. Charges

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

## 1.7. Our Responsibility to You

1.7.1. 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:

- a) if 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 the Your Accounts Online service;
- b) any act or omission of any third party or TPP (other than a third party appointed by us) including where the third party or TPP 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);
- c) where you have acted fraudulently or with gross negligence;
- d) if any of the details you gave us were wrong or insufficient;
- e) unforeseeable or unavoidable circumstances beyond our reasonable control, which meant, despite our reasonable efforts, we couldn't 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 or TPP (other than a third party appointed by us);
- f) 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;
- g) if we must close or suspend Your Accounts Online service and/ or your Account as a result of the occurrence of any of the events listed in 'Termination of the Agreement' section of these Conditions.

- 1.7.2. Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss if:
- a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
  - b) law or regulation does not allow us to exclude or limit liability.

## 1.8. Severability

If any part of this Agreement (including these Conditions) or its application to any person or entity 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 entity or circumstances will not be impacted or affected, and it shall continue to bind both you and us.

## 1.9. Conflict

- 1.9.1. In the event of any conflict between the terms and conditions governing the use of the EBS website and these Conditions, these Conditions shall prevail.
- 1.9.2. In the event of any conflict between these Conditions and your Account terms and conditions:
- a) where the conflicting or inconsistent term or condition relates solely to the operation and use of the Your Accounts Online service, these Conditions shall apply; and
  - b) in all other cases, your Account terms and conditions shall apply.

## 2. Use of Your Accounts Online

### 2.1. Access

- 2.1.1. The Registration Number and PAC must be used strictly in accordance with these Conditions. The User must not disclose the Registration Number and PAC to any third parties, EBS recommends that the PAC is memorised, and that the User destroys the notification of a PAC received from EBS. If the PAC is retained in paper form, it is not safe to keep a record of the PAC with a record of the Registration Number.
- 2.1.2. The User should take all reasonable care to prevent the Registration Number and PAC being misappropriated. If the User has reasons to suspect that an unauthorised third party knows the Registration Number and PAC, as soon as reasonably practicable the User must telephone 0818 654322 between the hours of 9am and 5pm on Working Days.
- 2.1.3. If EBS is notified that the Registration Number and PAC have been misappropriated or if EBS believe that the security of an EBS Account has been compromised or that unauthorised or fraudulent activity may be occurring on an EBS Account, EBS may place a block on the relevant EBS Account so as to prevent its further use and EBS may provide the Gardai with any information it considers relevant in this regard. EBS will advise the User of any block as soon as possible unless it is prevented from doing so by operation of law.



- 2.1.4. The Device and operating software necessary to access Your Accounts Online must be provided by and maintained at the expense of the User and comply with any technical requirements specified by EBS from time to time on [www.ebs.ie](http://www.ebs.ie).
- 2.1.5. In order to minimise the risk of unauthorised use of Your Accounts Online, the User undertakes to comply strictly with these Conditions. The User agrees that EBS shall have no responsibility to the User in respect of loss or damages which may arise as a consequence of the User's breach of these Conditions.

## 2.2. Instructions

- 2.2.1. The User shall ensure that each instruction given to EBS through Your Accounts Online (the "Instructions" and each an "Instruction") is a Valid Instruction. The User irrevocably authorises EBS to act upon each Valid Instruction received without EBS taking any further steps to authenticate an Instruction. The processing by EBS of a Valid Instruction shall be final and binding on the User.
- 2.2.2. EBS shall be entitled, but without being obliged, to record Instructions received by EBS through Your Accounts Online. EBS shall be entitled to rely on these records except where there has been a provable or obvious error.
- 2.2.3. Notwithstanding any other provisions of these Conditions, EBS may seek clarification of an Instruction from the User and may decline to act upon any Instruction if it does not receive satisfactory clarification. EBS shall not be responsible for any loss arising from any delay on the part of the User in providing the required clarification or from exercising its right to decline to act in the absence of such clarification.
- 2.2.4. The User shall logout and exit Your Accounts Online whenever he/she leaves his/her Device unattended. Failure to do so shall be deemed to be gross negligence of the User.
- 2.2.5. Prior to confirming any Instruction to EBS, the User must ensure that the Instruction as relayed back to the User on the screen through Your Accounts Online, is accurate and complete.

## 2.3. Debiting an Account

- 2.3.1. EBS shall, without further authorisation, act upon any Valid Instruction to debit an Account received through Your Accounts Online provided that the User has supplied EBS with the Account number for the recipient of the payment. All such debits shall constitute a liability of the User. Where the Account is maintained in joint names, the liability of the accountholders shall be joint and several.
- 2.3.2. The User shall not create an unauthorised overdraft or otherwise exceed an approved limit on an Account through the use of Your Accounts Online. EBS may refuse to act on any Instruction without liability to the User where insufficient cleared funds are available.

- 2.3.3. Upon providing Valid Instructions to EBS to effect a funds transfer, Users should allow one Working Day for the funds to reach the recipient account (unless the recipient account is maintained at EBS, in which case the transfer will be effected on the same Business Day).
  - 2.3.4. A Valid Instruction received by EBS to effect a funds transfer received after midnight on a Working Day or received on a day which is not a Working Day, will be effected on the next Working Day. A Valid Instruction received by EBS cannot be cancelled by the User. If you use a third-party provider, any properly authenticated instruction received from the third-party provider will be deemed properly authorised by you without any further investigation by us.
  - 2.3.5. The total amount that may be the subject of a funds transfer in any Working Day through Your Accounts Online may not exceed €5,000 in aggregate.
  - 2.3.6. Funds transfers are not permitted from loan accounts. Where a funds transfer is made to a loan account the resultant balance on the loan account shall not be taken as conclusive evidence between EBS and the User of the outstanding balance on the loan account.
3. **Using Your Accounts Online: Third Party Providers, Authentication and Security**
    - 3.1. **Third Party Provider Services**
      - 3.1.1. Certain Accounts are eligible to be used in conjunction with the services of Third-Party Providers (TPPs), including providers of either payment initiation services, or account information services. Users can check Account eligibility by logging on to Your Accounts Online or calling EBS and speaking with an EBS direct agent.
      - 3.1.2. The User may consent to TPPs accessing his/her Account online where:
        - a) the TPPs are appropriately registered or authorised as “Account Information Service Providers” (AISP) and/or “Payment Initiation Service Providers” (PISP) and/or “Card Based Payment Instrument Issuers” (CBPII) in accordance with EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time. For further information, the User should check with the Central Bank of Ireland. In addition, the European Banking Authority maintains an electronic central register of established institutions which can be publicly accessed through its website;
        - b) the TPPs that may be approved by us from time to time as listed on our website [www.ebs.ie](http://www.ebs.ie);

- 3.1.3. If the User consents to a TPP accessing his/her Account online that is not approved by us or is not appropriately registered or authorised in accordance with Condition 3.1.2, we will not be responsible for any loss suffered by the User as a result.
- 3.1.4. Before the User consents to a TPP accessing his/her Account online, the User should inform himself/herself as to the degree of access the User is consenting to, what Account information that TPP will have access to and how the User's Account information will be used and who it may be passed to. For AISPs and PISPs you will provide the necessary consent to access your Account to them directly. In the case of CBPIIs, consent must be provided to us directly before the CBPII is granted access.
- 3.1.5. We must continue to process any valid transactions made using TPP services which are outstanding at the time the User's TPP services registration is deactivated and the User must still pay for such transactions. Where the User consents to a TPP accessing his/her Account online, the User is usually entitled to withdraw such consent, but this may not always be possible (for example, where we have started to process a payment, the User cannot withdraw consent to initiate that payment). To withdraw consent, the User must advise the relevant third party or, in the case of a CBPII, inform us directly.

### 3.2. Authentication

- 3.2.1. In many cases the use of services (including TPP services) in conjunction with your Account will require the use of strong customer authentication, which provides an additional layer of security for your Account. To facilitate this authentication, the User will be required to download a separate application (the Authenticator App) to his or her Device which will enable ongoing use of services that require strong customer authentication.
- 3.2.2. Where applicable, instructions and information on the Authenticator App which the User must download will be provided by us. The User must follow these instructions in order to correctly register for use of the Authenticator App. The User must also follow any instructions set out for the Authenticator App (and any other procedures we may need to adopt).

### 3.3. Security

- 3.3.1. The passcodes (including key codes and time-based one-time passcodes) generated by EBS and where applicable, by the Authenticator App, must not be recorded or shared. The Authenticator App is considered to be a payment instrument and if this information is shared with others, they may be able to access and make purchases through your Account.

- 3.3.2. The Device on which the Authenticator App is downloaded will be a 'trusted' Device. This Device and operating system must function as provided by the original supplier of the Device and not have been interfered with in any way, such as being 'rooted' or 'jailbroken'.
- 3.3.3. If the Device on which the Authenticator App is downloaded is lost, stolen, or if the User becomes aware that another party may have unauthorised access to the Device, or if the User suspects that there has been fraud in relation to the Account (for example if the User receives a receipt for something not purchased by the User), the User should contact EBS immediately so that we can take action to prevent further use.
- 3.3.4. Users must ensure that the Authenticator App is deleted from a Device before that Device is replaced or disposed of.
- 3.3.5. There may be circumstances where we may need to deny any TPP access to your Account. This will only be where we have a valid reason (for example, for the prevention of fraud, money laundering or terrorism). Where we do so, we will let you know either in writing, via Your Accounts Online (via any message facility available), over the phone or by email. Where possible, we will tell you our reason(s) for doing so, unless restricted by law or security reasons.
- 3.4. **Fees**
  - 3.4.1. We do not charge Users any fees for using TPP services, except for the usual fees associated with your Account.
  - 3.4.2. The TPP, or other third parties may separately charge you fees in relation to your use of their services, and such fees are between you and the service providers or relevant third party and will be in addition to any fee we may charge.
- 3.5. **Responsibility for TPP Services**
  - 3.5.1. We have no responsibility for the operation and functionality of TPP services in conjunction with your Accounts, for example, if they become unavailable or if you are unable to use them for any transaction. The TPP may block, restrict, suspend, or terminate your use of their services without reference to us, and we cannot be liable if this happens.
  - 3.5.2. We will not be responsible for anything that the TPP does or does not do (for example, if they suspend or terminate your use of their service) or for any losses you incur as a result of your use of TPP services subject to your legal rights, and subject to any right to refund you may have under the additional terms and conditions that apply to the operation of the Account you have with us.

3.5.3. The TPP will have terms and conditions, policies and obligations that apply to your use of their services. You should make sure that you have read and comply with these. We are not responsible for, or a party to, any agreement that you enter into with a TPP and the Agreement and these Conditions will continue to apply and will not be amended by any agreement you have with a TPP.

3.5.4. Where the User consents to a TPP accessing his/her Account in accordance with this Condition 3, the following applies:

- a) in certain cases, the TPP cannot access the User's Account eg, if our Your Accounts Online service is unavailable; and
- b) the TPP will have access to the same information in relation to the User's Account as the User would if the User were to access the Account on Your Accounts Online.

### 3.6. **Information on Account Balances**

The User acknowledges that information on an Account balance quoted through Your Accounts Online may include un-cleared effects, and so the balance may be adjusted in the event of non-payment of any such un-cleared effects.

#### 4. Definitions

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

**Agreement** means the agreement concluded between EBS and the User for Your Accounts Online incorporating the application form for the Your Accounts Online service, these Conditions and the Account terms and conditions.

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

**EBS, us or 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.

**Personal Access Code (PAC)** means the code allocated to the User by EBS for use in connection with Your Accounts Online.

**Registration Number** means the number allocated to the User by EBS for use in connection with Your Accounts Online.

**User or you** means a holder of an EBS Account (accountholder), or the authorised signatory on an EBS Account, who has entered into the Agreement for account access via the Your Accounts Online service.

**Valid Instruction** means an Instruction accompanied by the appropriate combination of numbers, codes, words, devices, data or other security measure or procedure we require you to use including but not limited to a Registration Number, PAC; and any applicable one-time passcode.

**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 financial services provider outside of Ireland, it shall be defined as a day on which both the financial services provider 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.

**Your Accounts Online** means the system provided by EBS to enable the User to access his/her Account information and where applicable to effect fund transfers via the internet and/or other public network communication systems.

Any reference in these Conditions to **'you'** and **'your'** includes the accountholder and/or the User and your personal representatives and successors and, where appropriate includes any joint account holder or third party authorised to act on your behalf.



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