

Terms and Conditions Booklet for
Your Accounts Online

EBS

1. General

1.1. Governing Law

- 1.1.1. The Agreement, including these terms and conditions (the **“Conditions”**) shall be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with Your Accounts Online. The User irrevocably submits to such jurisdiction.
- 1.1.2. Additional terms and conditions apply to the operation of each Account. You can obtain a copy of these from any EBS office. You should read your Account terms and conditions and these Conditions together, as they both form part of your Agreement with us.

1.2. Variations to the Agreement

These Conditions may be varied by EBS from time to 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 otherwise permitted by law, 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 the Your Accounts Online service or published in a national daily newspaper or displayed in one of our offices. If the User does not accept such changes, the User has the option to close the Account. If the User does not close the Account, the User will be deemed to have accepted any such changes.

1.3. Termination of the Agreement

- 1.3.1. EBS may terminate the Agreement and withdraw the Your Accounts Online service in the following ways:
 - (a) upon giving the User at least 2 months prior notice in writing to that effect;
 - (b) immediately, upon breach by the User of any of these Conditions;
 - (c) immediately, upon the bankruptcy, insolvency, liquidation, examinership, death or other incapacity of the User;
 - (d) immediately, if you use (or allow someone else to use) the Account improperly, illegally or for criminal activity or we suspect this to be the case;
 - (e) immediately, if you commit or attempt to commit fraud against us or some other person or entity; or
 - (f) immediately, if we must do so in order to comply with any law.
- 1.3.2. Notwithstanding the bankruptcy, insolvency, liquidation, examinership, death or other incapacity of the User, all transactions carried out by EBS, on behalf of the User according to instructions received via Your

Accounts Online, shall be valid and binding upon the User and the User's estate and/or successors, if made prior to the receipt by EBS of written notice of such event.

- 1.3.3. The User may terminate the Agreement at any time by giving EBS prior notice in writing to that effect.
- 1.3.4. The termination of the Agreement is without prejudice to the continued operation of the User's Accounts in accordance with the relevant Account mandate.

1.4. Notices

- 1.4.1. Any notice required to be given by the User to EBS in connection with Your Accounts Online shall be given in writing and sent through the post to Your Accounts Online, PO. Box 76, The EBS Building, 2 Burlington Road, Dublin 4 D04 WV00.
- 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. Withdrawal of Service

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

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

1.8. Severability

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

1.9. Conflict

In the event of any conflict between the terms and conditions governing the use of the EBS website and these Conditions, these Conditions shall prevail. Similarly, in the event of any conflict between these Conditions and your Account terms and conditions, these Conditions will prevail.

2. Use of Your Accounts Online

2.1. Access

2.1.1. The Registration Number and PAC must be used strictly in accordance with these Conditions. The User must not disclose the Registration Number and PAC to any third parties, except for the purposes of Condition 3 relating to the use of TPP services. 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 1850 654321 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.
- 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 and to indemnify EBS 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. In the event of any dispute arising in relation to any Instructions, the record so kept by EBS shall be prima facie proof of such Instructions for the purpose of determining such dispute.
- 2.2.3. Notwithstanding any other provisions of these Conditions, EBS may seek clarification of an Instruction from the User and may decline to act upon any Instruction if it does not receive satisfactory clarification. EBS shall not be liable for any loss arising from any delay whilst it obtains such clarification or from exercising its right to decline to act in the absence of such clarification.
- 2.2.4. The User shall logout and exit Your Accounts Online whenever he/she leaves his/her 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);
- 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 liable 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. Where we consider it appropriate, we may deny any TPP access to your Account for any 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 entitlement by law, and subject to any right to refund you may have under this Agreement.
- 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.
- 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 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 is the balance at close of business on the Working Day prior to the day of access, appropriately adjusted to accommodate any transactions represented to EBS in the meantime, and that since the balance so quoted may include un-cleared effects, 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 means EBS d.a.c. including its successors and assigns;

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 means a holder of an EBS Account (acountholder), 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; and

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 acountholder 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.

EBS d.a.c. is regulated by the Central Bank of Ireland.
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