



# **EBS Demand Accounts**

General Terms and Conditions

Effective 9th January 2025

# EBS Demand Accounts General Terms and Conditions

## Conditions

1. These Conditions apply to the operation of EBS Demand Accounts. Capitalised terms used in these Conditions are defined at the end of this document in the 'Definitions' section. If there is any conflict or inconsistency between these Conditions and the Specific Terms applicable to any EBS Demand Account, the Specific Terms will prevail.
2. If you are able to view or transact on your EBS Demand Account online, then additional terms and conditions will apply. These are set out in the Your Accounts Online Conditions. If there is a conflict or inconsistency between these Conditions and any terms and conditions which apply to any other service or facility which we provide to you in relation to your Account, including the Your Accounts Online Conditions, then:
  - 2.1 where the conflicting or inconsistent term or condition relates solely to the operation and use of the Your Accounts Online service, the Your Accounts Online Conditions shall apply; and
  - 2.2 in all other cases, these Conditions shall be applied.
3. Nothing in this Agreement shall affect your statutory rights under applicable consumer rights law, consumer credit law or any regulations made thereunder. In particular, nothing in this Agreement is intended to exclude or restrict any legal obligations we have to you under Part 4 of the Consumer Rights Act 2022. In the event of any conflict between this Agreement and such rights, your statutory rights shall prevail.

## Account Opening

4. An EBS Demand Account may be opened by any person who intends to use the EBS Demand Account for personal savings purposes. At our discretion, we may also make the account available to other types of customers.
5. No more than 4 persons may jointly hold an EBS Demand Account.
6. There may be circumstances where we refuse to, and/or cannot, open an EBS Demand Account.
7. An EBS Demand Account may be operated using a Passbook unless specified otherwise in the Specific Terms.
8. Proof of identity and address satisfactory to us is required on opening an EBS Demand Account. Until you satisfy our requirements in this regard the account will not be opened.
9. Where applicable, we may apply a minimum or maximum balance limit on your EBS Demand Account and/or on the combined balances of any of your EBS Demand Accounts. Where we notify you of a balance limit on your EBS Demand Account, you must operate your account in line with this balance limit and you may be required to lodge or withdraw funds to or from your EBS Demand Account to match the balance limit we have set.

## Lodgements

10. Cash and Non Cash Items which are euro-denominated may be lodged to an EBS Demand Account. Lodgements in a currency other than euro shall not be accepted.
11. Cash lodgements are credited immediately to the EBS Demand Account and are available for immediate withdrawal.
12. Non Cash Items are subject to examination, verification, and funds clearance. We will credit Non Cash Items to your EBS Demand Account on the same day 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, and you will be responsible for any charges of the non-Irish financial institution.
13. If a Non Cash Item, or, if applicable, an Instant Credit Transfer, lodged to an EBS Demand Account is returned unpaid or recalled by the paying bank, we will debit the EBS Demand Account with:
  - 13.1 the amount of that item;
  - 13.2 any interest we may have paid on it; and
  - 13.3 a charge of €4.44 where that Non Cash Item is a cheque lodged to your EBS Demand Account and returned "unpaid" due to the cheque failing to clear.
14. If your EBS Demand Account is an EBS Instant Access Account, an Instant Credit Transfer can be credited immediately to the Account and can be processed on any Calendar Day. Please see the 'Incoming Instant Credit Transfers' section of these Conditions for more details on these types of lodgement.
15. If a Passbook 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. There may be circumstances where we refuse to, and/or cannot accept a lodgement. Please see the 'Our responsibility to you' section of these Conditions for more details regarding these circumstances.
18. **Important:** Where we suspect any activity may be illegal or fraudulent, for example, money laundering or a breach of economic or financial sanctions, we may investigate and and/or stop lodgements and/or withdrawals to and from the EBS Demand Account and/or suspend or close the EBS Demand Account. We may also contact you to obtain further information and/or re-confirm your instructions. This may result in lodgements and withdrawals to and from the EBS Demand Account being (if applicable) delayed and/or refused. We are not responsible for any loss or damage that may be caused as a result.

## Incoming Instant Credit Transfers

19. This Condition applies only if your EBS Demand Account is an EBS Instant Access Account. The following table sets out special terms and conditions for incoming Instant Credit Transfers:

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

## Payments made in error

20. If an incorrect amount is paid to or from your EBS Demand 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 EBS Demand Account without telling you beforehand. Where any adjustment has been made to your EBS Demand 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 EBS Demand Account.

## Withdrawals

21. Withdrawals may be made from an EBS Demand Account:
- 21.1 over-the-counter at certain EBS offices in cash, by Credit Transfer or by EBS Cheque;
  - 21.2 if applicable to your EBS Demand Account, by Online Transfer in accordance with the Specific Terms, your written signing authority instructions and the Your Accounts Online Conditions; and
  - 21.3 any other withdrawal method (if any) set out in the Specific Terms.
22. The maximum aggregate amount that may be withdrawn from an EBS Demand Account in one day:

- 22.1 over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS Office;
- 22.2 by Online Transfer is €5,000 (if applicable to your EBS Demand Account); and
- 22.3 for any other permitted withdrawal method (if any) as set out in the Specific Terms.

Withdrawals will be debited to the EBS Demand Account immediately upon us processing the Withdrawal Request. We will ensure that each payment that you instruct us (in accordance with applicable procedures) to make and which we accept for execution, is credited to the Account of the payee's bank by the end of the next Working Day after receipt of your instruction.

- 23. If you are accessing your EBS Demand Account via a third party through our online banking services, the Your Accounts Online Conditions will apply. Please see the Your Accounts Online Conditions for further information.
- 24. It shall be deemed evidence of your authorisation and consent to a withdrawal when:
  - 24.1 you sign the Withdrawal Request; or
  - 24.2 if applicable to your EBS Demand Account, your registration number, personal access code and any applicable one time passwords are entered on the EBS website in accordance with the Your Accounts Online Conditions.
- 25. 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 EBS Demand 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. Individual Credit Transfer 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.
- 27. No other Withdrawal Request may be cancelled unless outlined in the Specific Terms.
- 28. An EBS Demand Account must operate in credit and there must be sufficient cleared funds (i.e., where payment has been irrevocably received by us) in the EBS Demand Account to meet any Withdrawal Request and any applicable fees, charges, or interest.
- 29. 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.

30. We can debit an EBS Demand Account to cover:
- 30.1 any amount which is owed to us on an EBS Demand Account including, but not limited to, any applicable fees and charges;
  - 30.2 any loss, damage, cost, or expense we reasonably suffer in connection with an EBS Demand Account (and you will be liable to indemnify us for such reasonable losses, damages, costs or expenses if there are insufficient funds in the EBS Demand Account).
31. 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 EBS Demand Account, regardless of when the beneficiary of the EBS Cheque presents it for payment.

### **Passbook**

32. Entries in any Passbook issued may not necessarily show the true balance of your EBS Demand Account which is kept on our own books.
33. Please see the 'Contacting us' section of these Conditions for details on how to contact us regarding your Passbook or other Withdrawal Request.
34. Passbooks remain the property of EBS, and we may request the return of a Passbook at any time or we may refuse to reissue, renew or replace any Passbook.
35. You should take all reasonable care to prevent a Passbook being lost, stolen or misappropriated.
36. If you become aware that a Passbook is lost, stolen, or misappropriated or is being used in an unauthorised manner, within 24 hours of becoming aware of such loss, theft, misappropriation or unauthorised use, you must let us know by contacting us in accordance with the 'Contacting us' section of these Conditions.
37. If we are notified that a Passbook has been lost, stolen, or misappropriated or if we believe that the security of a Passbook has been compromised or that unauthorised or fraudulent activity may be occurring on an EBS Demand Account, we may cancel the relevant Passbook so as to prevent its further use and we may provide the Gardai with any information we consider relevant in this regard. We will advise you of any cancellation in writing or by telephone (including SMS) as soon as possible unless we are prevented from doing so by operation of law.

### **Unauthorised Withdrawals**

38. Except as set out in the remainder of this 'Unauthorised Withdrawals' section, if you notify us without undue delay, and in any event no later than 13 months after the date of the withdrawal, that a withdrawal from your Account was not authorised by you, we will usually refund the amount of that unauthorised withdrawal to you and restore your EBS Demand Account to the state it would have been in had the unauthorised withdrawal not taken place. We will not have any further liability to you in this respect.
39. If the unauthorised withdrawal resulted from the loss, theft or misuse of any Passbook, Security Details or Device, you may be liable for any losses relating

to the unauthorised withdrawal. However, this liability is limited to €50 per unauthorised transaction. In any event, we will refund the full amount where:

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

40. We may not give you a refund if:

- 40.1 we reasonably think you have acted fraudulently, and we notify the relevant national authority of this;
- 40.2 you have fraudulently, intentionally or with gross negligence:
  - a) failed to keep and use your Passbook, Security Details or Device in accordance with the terms governing their issue, use and safety; and/or
  - b) failed to tell us without undue delay about the loss, theft, misuse or unauthorised use of the Passbook, Security Details or Device.

41. If, as a result of an investigation, we establish that the transaction claimed as unauthorised is in fact an authorised transaction, we will debit your EBS Demand Account with any amount refunded including any refunded fees and/or charges (including interest) if applicable. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation.

42. 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.

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

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

- 43.1 you must tell us as soon as possible and without undue delay, and in any event no later than 13 months after the date of the payment, if you believe that a payment has been made in error, was incorrectly executed, late or failed to be processed;
- 43.2 where we have been instructed to make a payment from your EBS Demand Account to an account with another financial services provider and that payment was deemed to be deficient, i.e. where the other financial services provider says it did not receive it, it was late or if a payment instruction was incorrectly executed by us (for example, an incorrect amount is transferred), we will usually restore your EBS Demand Account as soon as possible to the state it would have been in had the payment been correctly executed. However, we will not be in breach of our obligations and will not restore your EBS Demand Account if:
  - a) we have executed the payment in accordance with the instructions provided to us or if there was a mistake in any of the details in the payment instruction provided to us; or

- b) we can show that the payment was received by the other financial services provider and/or any late receipt of a payment was not a result of our actions;
- 44. Where you tell us about an incorrect payment, we will make efforts to look into this and trace the payment and inform you of our findings. If, as a result of our investigation, we find that the payment was correctly executed, you may be responsible for any reasonable costs incurred by us in carrying out the investigation. If necessary, we will also provide you, on your request in writing (or any other way we allow), with all information available to us and relevant to you in order for you to file a legal claim to recover any funds, and we may charge you in respect of the recovery.
- 45. We will refund to you any charges and/or interest charged by us for which we are responsible as a result of a deficient payment.

### **Joint Accounts**

- 46. This section applies to a person who has a shared EBS Demand Account with one or more other person. We call this a joint EBS Demand Account. This section sets out how we deal with joint EBS Demand Account holders and what happens if the arrangement between them comes to an end. If an EBS Demand Account is operated as a joint EBS Demand Account:
  - 46.1 this Agreement applies to all the joint account holders collectively;
  - 46.2 joint Account holders will be jointly and severally liable for any amount owing on the EBS Demand Account. This means that anyone, some, or all, of the joint account holders can be held accountable to pay us any amount owed, separately and/or together;
  - 46.3 joint Account holders can make payments or withdrawals in accordance with the latest signing instructions given for the EBS Demand Account. If the EBS Demand Account signing instructions state that any one joint account holder can sign this means that one joint account holder can withdraw funds from the EBS Demand Account without the other's knowledge;
  - 46.4 EBS Demand Account signing instructions can be amended on agreement of all the joint Account holders and will remain in place until amended further;
  - 46.5 any joint Account holder may choose to disclose information in relation to the EBS Demand Account to third parties (for example, their accountant, financial advisor, or account aggregation service providers which allow you to view accounts with different providers in one place). Before you do so, you should make sure that all joint account holders are happy for you to share their information in this way, as this may result in the personal data relating to all joint account holders being disclosed. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data;



- 46.6 we will communicate with all joint Account holders at the Registered Address. Each joint Account holder is responsible for sharing this information with all joint Account holders. The Registered Address that we send communications to will be the address selected at Account opening, or by a later joint written instruction;
- 46.7 in order to remove an accountholder from an EBS Demand Account add a new accountholder to an EBS Demand Account, change the Registered Address, or to close an EBS Demand Account, all accountholders must sign the relevant instruction;
- 46.8 if we have reason to believe that there is a dispute between joint accountholders we may, but without being obliged to do so, place a block on the EBS Demand Account until we receive new instructions on the operation of the EBS Demand Account from all accountholders;
- 46.9 on the death of one joint accountholder, the rights and/or liabilities in respect of the EBS Demand Account will become vested in the surviving accountholder(s) subject to receipt by us of the appropriate legal and/or tax clearance. Any funds left in the EBS Demand Account and any interest that has accrued, will be paid to the surviving or the sole surviving accountholder(s), subject to our right of set off (please see the 'General' section of these Conditions for more details on our right of set off), compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, if applicable; and
- 46.10 if any joint accountholder becomes bankrupt, we will require the instructions of the other joint accountholders as well as the person administering your bankruptcy before we pay any outstanding balance to any other account.

### **Statements and Queries**

- 47. Statements for the Account will be issued at least annually.
- 48. The statement will contain details of all transactions on the EBS Demand Account for the relevant period of the statement. You may also at any time obtain details of any transactions on your EBS Demand Account by viewing your EBS Demand Account details online on the 'Your Accounts Online' section of [www.ebs.ie](http://www.ebs.ie) or by contacting us.
- 49. You should review any statement received from us and if you believe there is an error on an EBS Demand Account, you should notify us on the first Working Day after you receive the statement. Please see the 'Contacting us' section of these Conditions for details on how to contact us.

### **Fees, charges, and interest**

- 50. The following fees and charges are applicable to EBS Demand Accounts:
  - 50.1 a charge for unpaid cheques, which is set out in condition 13 of these Conditions; and
  - 50.2 those fees and charges which are set out in the Specific Terms.

51. Charges will be debited to your EBS Demand Account at the end of the Working Day on which they arise, unless specified otherwise in these Conditions or in the Specific Terms.
52. Interest rates on EBS Demand Accounts are variable (which means they can go down as well as up) and can be greater than 0% per annum or 0% per annum. If there is a change to the interest rate, we will notify you in accordance with the 'Changes to your Agreement' section. Details of the interest rates that apply at any given time are available from any EBS office or on our website [www.ebs.ie](http://www.ebs.ie).
53. Where applicable, interest is accrued on a daily basis on credit balances. Interest may be accrued on a credit balance resulting from a lodgement of a cheque from the end of the third Working Day from the date the lodgement is made. Interest may be credited to your EBS Demand Account as set out in the Specific Terms.
54. We may, from time to time, make changes to and/or introduce new fees, charges, and interest rates. How and when we will make any such changes is set out in the 'Changes to your Agreement' section. Details of the changes to the fees and charges will also be available from any EBS office and on our website [www.ebs.ie](http://www.ebs.ie).
55. Subject to certain exceptions, credit interest is subject to Deposit Interest Retention Tax (DIRT) at the prevailing rate. We will deduct DIRT from the accounts of non-residents unless a fully completed non-resident declaration form is held by us, and a minimum balance of €12,500 is maintained at all times in the EBS Demand Account. The minimum balance requirements will apply separately to each account that you hold. Aggregation of balances will not be allowed. If an EBS Demand Account balance falls below the minimum threshold, the accountholder will have to re-apply for exemption and provide fresh confirmation of residential status.

### **Closure of an EBS Demand Account**

56. You can ask us to close your EBS Demand Account at any time by writing to your EBS office or, in any other way we allow. You can contact us using the details in the 'Contacting us' section for more information on these procedures. If you have a joint Account, please see the 'Joint Accounts' section for information on closing your joint EBS Demand Account.
57. We can close your EBS Demand Account by giving you at least two months' notice. However, we can close or suspend your Account immediately, or with less notice, if:
  - 57.1 you materially breach this Agreement or any other agreement with us;
  - 57.2 you use (or allow someone else to use) your EBS Demand Account illegally or for criminal activity or if we suspect this to be the case;
  - 57.3 you commit or attempt to commit fraud against us or some other person or entity or there is a reasonable suspicion of unauthorised or fraudulent activity on the EBS Demand Account;

- 57.4 we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us; you provide us with false or misleading information at any time;
  - 57.5 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;
  - 57.6 you face the threat of insolvency, or an event of insolvency occurs (for example bankruptcy or personal insolvency);
  - 57.7 any judgment is obtained or threatened against you;
  - 57.8 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;
  - 57.9 if we become aware of the death of any of the joint EBS Demand Account holders.
58. We can also close your EBS Demand Account even if it is suspended at the time or we may suspend the EBS Demand Account immediately after telling you about its closure.
59. We may close your EBS Demand Account if it has had a nil balance for a consecutive period of 13 months or longer. We will give you at least two months' notice of this.
60. As part of our EBS Demand Account closing process:
- 60.1 we can still debit the EBS Demand Account under condition 30 or to cover any Withdrawal Request; and
  - 60.2 you must repay any amounts you owe us (including for any overdrawn balance, any payments not yet processed and any interest, government duty, fees and charges owed up to the date the EBS Demand Account is closed). Our website gives details of all the fees and charges associated with your EBS Demand Account;
  - 60.3 you must return any items we issued to you to use in connection with your EBS Demand Account, such as any cheque book or Passbook; and
  - 60.4 you must cancel or redirect to another account any payments to or from your Account.
61. **Warning:** You will remain responsible to us for any amount you owe us, even when your EBS Demand Account has been closed.

### Deactivation of an EBS Demand Account

62. 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 EBS Demand Account for at least 3 years, we can treat an EBS Demand Account as inactive, which means that there will be no further activity permitted on the EBS Demand Account until we hear from you.
63. If we treat an EBS Demand Account as inactive under this 'Deactivation of an EBS Demand Account' section, we will treat the EBS Demand Account as active again (reactivated) if:

- 63.1 you contact us and complete the required documentation; or
- 63.2 we think it is reasonable to reactivate it.
64. If we reactivate an EBS Demand Account, we will make any money in the EBS Demand Account available, together with any interest which the money would have earned if the EBS Demand 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.
65. If you wish to reactivate your account, you must provide us with satisfactory evidence of identity and address.

### Contacting us

66. At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found online at [www.ebs.ie](http://www.ebs.ie).
67. You may contact us:
- 67.1 in person by visiting any EBS office. A full list of EBS offices is available on our website at [www.ebs.ie](http://www.ebs.ie);
- 67.2 by telephoning us from within Ireland during working hours on 0818 654 322 or on +353 1 665 8080 if calling from outside Ireland or if calling outside working hours; or
- 67.3 by writing to us at EBS d.a.c., 10 Molesworth Street, Dublin 2, D02 R126.
68. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

### Contacting you

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

### Changes to your Agreement

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

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

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

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

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

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

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

71. 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.
72. If you don't want to accept the change, you can close your EBS Demand Account before the change comes into effect. If you do so, you will not be charged any extra fees, charges, or interest. However, you will need to repay all sums outstanding in connection with the EBS Demand Account. This includes the amount of any fees, charges, or government duty that you already owe and any accrued interest, which has not yet been added to the EBS Demand Account. Please see the 'Closure of an EBS Demand Account' section for more information on how to close your EBS Demand

Account. If you do not close your EBS Demand Account before the date on which the change comes into effect, the change will apply to your EBS Demand Account.

73. Unless we are required by law or regulation to tell you about any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our offices).

### **Are there any exceptions?**

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

### **Our and your responsibility**

#### **Our responsibility to you**

75. 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:

- 75.1 you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your EBS Demand Account;
  - 75.2 any act or omission of any third party (other than a third party appointed by us) including where the third party refuses to accept, or delays the acceptance of, (i) an instruction for payment to or from your EBS Demand Account or (ii) any security process you follow or use to make an instruction relating to your EBS Demand Account or confirm your identity (for example, a passcode, password, or fingerprint);
  - 75.3 where you have acted fraudulently or with gross negligence;
  - 75.4 if any of the details you gave us were wrong or insufficient;
  - 75.5 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 (other than a third party appointed by us);
  - 75.6 us complying with any law, regulation, code, or other duty which is binding on us, or us complying with the instructions of a court, ombudsman, regulator or law enforcement agency;
  - 75.7 if we must close or suspend your EBS Demand Account as a result of the occurrence of any of the events listed in the 'Closure of an EBS Demand Account' section of this Agreement.
76. Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss if:
- 76.1 we act fraudulently, with negligence or such loss is a result of our wilful misconduct; or
  - 76.2 law or regulation does not allow us to exclude or limit liability.

### **Your responsibility to us**

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



## General

79. We can set off your Accounts. This means that we may, at any time and without notice to you, use the funds in your EBS Demand Account or in any of your other accounts with us to pay off some or all of any amount you owe us (in all instances, this includes accounts not covered by this Agreement).
80. If an incorrect amount is debited or credited to an EBS Demand Account we may correct the entry, including debiting or crediting the EBS Demand Account, without notice to you.
81. If we do not enforce the rights we have under this Agreement or in law or we delay enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.
82. If any part of this Agreement or its application to any person or EBS or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction, the rest of this Agreement and its application to any person or EBS or circumstances will not be impacted or affected, and it shall continue to bind both you and us.
83. You will receive a copy of these Conditions on opening an EBS Demand Account and you may request a further copy at any time.
84. If we believe that the security of your EBS Demand Account has been compromised or fraudulent activity may be occurring on your EBS Demand 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, PIN and/or other login 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 EBS Demand Account to any other account or ask you to provide your Security Details.

## Complaints

85. If you wish to make a complaint, 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, 3rd Floor, 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.
86. You'll find more about the steps we take to try to solve your complaint in our complaint's brochure.

87. You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform available at <https://ec.europa.eu/consumers/odr/> if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

### **Your Information**

88. We will access, process, and retain personal information about you, your EBS Demand Account or any payment instructions we receive in respect of your EBS Account in order to provide our services.
89. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in offices and online. It may change from time to time.

### **Governing law and jurisdiction**

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

### **Definitions**

**Agreement** means all of the following:

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

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

**Conditions** means these terms and conditions from time to time applicable to the operation of EBS Demand Accounts.

**Credit Transfer** means the Account provider transfers money, on the instruction of the customer, from the customer's Account to another EBS account (for the avoidance of doubt, this does not include an Instant Credit Transfer). An instruction to the Account provider to make a Credit Transfer from the Account can only be given by the Account holder attending an EBS office in person.

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

**EBS, us, Account provider** and **we** mean EBS d.a.c., a designated activity company registered in Ireland under registration number 500748 and includes our successors, transferees and assigns. Our registered office is at 10 Molesworth Street, Dublin 2, D02 R126. Our website is at [www.ebs.ie](http://www.ebs.ie). EBS is regulated by the Central Bank of Ireland, PO Box 559, Dublin 1.

**EBS Cheque** means a cheque drawn on an account in the name of EBS made payable to the accountholder or such other person as may be designated in the relevant Withdrawal Request signed by the accountholder.

**EBS Demand Accounts** means the following euro-denominated EBS accounts:

EBS Children's Savings Account

EBS Instant Access Account

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

**Non Cash Items** means cheques, drafts, money transfer orders, direct debits, credit transfer standing orders, electronic transfers and other funds lodged to the EBS Demand Account (for the avoidance of doubt, this does not include an Instant Credit Transfer).

**Online Transfer** means an electronic funds transfer, instructed by the customer using the Your Accounts Online service, from an EBS Demand Account to (i) selected utility companies (ii) to make credit card payments or (iii) to another EBS account in your name. The list of permitted utility companies and credit card providers that an Online Transfer can be made to is managed by EBS.

**Passbook** means the book issued by us on certain EBS Demand Accounts which may be used for the purposes of recording transactions on EBS Demand Accounts.

**Registered Address** means the address of the first named accountholder on the EBS Demand Account.

**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)).

**Specific Terms** means the additional terms and conditions specifically applicable to each EBS Demand Account.

**Withdrawal Request** means any withdrawal order, transfer instruction or other instruction to debit an EBS Demand Account.

**Working Day** means a day other than a Saturday, Sunday or public holiday on which EBS is generally open for business in the Republic of Ireland. In relation to execution timeframes in respect of a payment to an account with another bank outside of the Republic 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 or accountholder** means the party(ies) in whose name(s) the EBS Demand Account is held including your personal representative(s).

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