

Terms and Conditions Booklet for the
EBS Teen Savings Account

Effective 9th January 2025

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

EBS

GENERAL TERMS AND CONDITIONS FOR EBS TEEN SAVINGS ACCOUNTS

The EBS Teen Savings Account is designed to enable Teenagers to save whilst also allowing instant access to the savings at EBS offices.

Conditions

1. These Conditions apply to the operation of EBS Teen Savings Accounts (each an “Account”). Capitalised terms used in these Conditions are defined at the end of this document in the ‘Definitions’ section.
2. Additional terms and conditions apply in relation to viewing and transacting on Accounts via our online banking services. These are set out in the Your Accounts Online Conditions.

Additional terms and conditions may also apply for other services or offerings associated with the use or operation of your Card or Account, for example, the EBS Mastercard Identity Check Terms of Service. You should see those terms and conditions for more information.

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 Account may be opened either:
 - 4.1. by a Teenager, provided that the Teenager is aged 16 years or older; or
 - 4.2. as a joint Account with a maximum of two Account holders with an adult as the second named Account holder, and the mandate to operate the Account is in the sole name of the adult.
5. The Teenager must be resident at an address in Ireland.
6. The Account may only be used for personal purposes. An Account cannot be operated for business purposes for a club, charity, trust, partnership, association, or company.
7. The minimum opening balance on the Account is €1 and the maximum balance on the Account is €5,000.99.
8. The Teenager may not hold more than one Account.
9. A Card or a Passbook will be issued on the Account.
10. Proof of identity and address satisfactory to us is required on opening an Account. Until you satisfy our requirements in this regard, the Account will not be opened.
11. There are no fees and charges applicable to this Account.
12. There may be circumstances where we refuse to, and/or cannot, open an Account.

Lodgements

13. Cash, Non Cash Items and incoming Instant Credit Transfers which are euro-denominated may be lodged to an Account. Lodgements in a currency other than euro shall not be accepted.
14. Cash lodgements are credited immediately to the Account and are available for immediate withdrawal.
15. Non Cash Items are subject to examination, verification, and funds clearance. We will credit Non Cash Items to your Account on the same day as they are received, up to the close of business on any Working Day. It normally takes six Working Days from the date of lodgement to clear euro-denominated cheques and bank drafts unless they are drawn on a non-Irish financial institution, in which case they will take longer to clear and additional terms will apply, and you will be responsible for any charges of the non-Irish financial institution.
16. An Instant Credit Transfer is credited immediately to the Account and can be processed on any Calendar Day. Please see the 'Incoming Instant Credit Transfers' section of these Conditions for more details on these types of lodgement.
17. If a Non Cash Item or Instant Credit Transfer lodged to an Account is returned unpaid or recalled by the paying bank, we will debit the Account with the amount of that item, any interest we have paid on it and any applicable charge.
18. If your Card or Passbook is not presented when making a lodgement, you will be required to provide your name, address and Account number.
19. Your authorisation and consent to a lodgement is evidenced by accepting the lodgement receipt or by presenting your Passbook.
20. 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.
21. **Important:** Where we suspect any activity may be illegal or fraudulent, for example, money laundering or a breach of economic or financial sanctions, we may investigate and and/or stop lodgements and/or withdrawals to and from your Account and/or suspend or close your Account. We may also contact you to obtain further information and/or re-confirm your instructions. This may result in lodgements and withdrawals to and from your Account being (if applicable) delayed and/or refused. We are not responsible for any loss or damage that may be caused as a result.

Incoming Instant Credit Transfers

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

Incoming Instant Credit Transfers

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

Payments made in error

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

Credit Interest

24. Interest rates paid on the Account are variable (which means they can go down as well as up) and the composition of them may change from time to time.
25. If there is a change to the interest rate, we will notify you in accordance with the 'Changes to your Agreement' section of these Conditions. Details of the interest rates that apply at any given time are available from any EBS office or on our website www.ebs.ie and/or your Account statement.
26. 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 the Account in June and December each year. The interest rate on your Account can be greater than 0% per annum or 0% per annum.

27. Subject to certain exceptions, credit interest is subject to Deposit Interest Retention Tax (DIRT) at the prevailing rate. The Bank will deduct DIRT from the accounts of non-residents unless a fully completed non-resident declaration form is held by the Bank, and a minimum balance of €12,500 is maintained at all times in the Account. The minimum balance requirements will apply separately to each Account that you hold. Aggregation of balances will not be allowed. If an Account balance falls below the minimum threshold, the Account holder will have to re-apply for exemption and provide fresh confirmation of residential status.
28. If you have €5,000.99 or less in the Account, you will receive a higher interest rate. If you have more than €5,000.99 in the Account, you will receive a lower interest rate on all the money in the Account.
29. A bonus interest payment of €20 (less DIRT) may be credited to the Account on the last day of the 6 month period following Account opening, provided that the balance in the Account on such day is not less than €50. If this day is not a Working Day, the bonus payment may be credited on the next succeeding Working Day (where applicable).
30. If the Teenager reaches 18 years of age within 6 months of Account opening, and the Account is re-designated as an EBS MoneyManager Account, any bonus interest payment becoming due may be credited to the EBS MoneyManager Account (where applicable).
31. Any interest and / or any bonus interest payment credited to your Account may bring your Account balance above €5,000.99, which will result in the lower interest rate being applied on all the money in the Account. When the balance goes back to €5,000.99 or less, you will receive the higher interest rate again. It is your responsibility to manage the Account balance to avail of any higher interest rate.

Withdrawals

32. Withdrawals may be made from an Account:
 - 32.1. by using your Card or Card details;
 - 32.2. over-the-counter at certain EBS offices in cash, by Credit Transfer in accordance with the relevant Account Mandate, or by EBS Cheque.
33. The maximum aggregate amount that may be withdrawn from an Account in a one day period subject to condition 35 and condition 61:
 - 33.1. using your Card at an ATM is €600;
 - 33.2. using your Card for purchases at Retail Terminals including Cashback Transactions or for purchases made online or by telephone is €2,000; and
 - 33.3. over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS office.

There may also be other limits such as the number of times you can use your Card in one day or the combined value of transactions you can use your Card

for in one day. These limits, as with all limits, are subject to change. You can find out more information by contacting us, however we won't always be able to confirm the amount of each limit due to security reasons. You can also contact us to agree spending limits for using your Card online, subject to our other applicable limits.

34. If you are accessing your 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. The Teenager may not make withdrawals from the Account or give any other instruction on the Account until the Teenager reaches 16 years of age. At that point, upon request by the adult and the Teenager, a Card may be issued to the Teenager and/or, the mandate on the Account may be amended to permit either the adult or the Teenager to give instructions on the Account.
35. Restrictions may apply to the number and amount of withdrawals at certain ATMs and Retail Terminals, for example, the maximum amount of cash permitted to be withdrawn from an Account in each Cashback Transaction is €100 and may be lower at certain Retail Terminals.
36. Withdrawals will be debited to the Account immediately upon us processing the Withdrawal Request. We will ensure each payment that you instruct us to make (in accordance with applicable procedures) and which we except 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.
37. It shall be deemed evidence of your authorisation and consent to a withdrawal when:
 - 37.1. you sign the Withdrawal Request; or
 - 37.2. you use your Card and Card PIN or Card and your signature; or
 - 37.3. you use your Card, and you touch or hold your Card or Device against a Retail Terminal, generally without the need to insert your Card, enter your Card PIN or Security Details, where the Retail Terminal can accept such transactions and where the transaction amount can be processed by that Retail Terminal. Sometimes, for your security or for transactions over certain limits, you may be asked to insert your Card into the Retail Terminal and enter your Card PIN; or
 - 37.4. you use your Card, expiry date and 3-digit Card verification value code located on the back of your Card for telephone or online purchases. For online purchases, you may also be required to use Mastercard Identity Check or such other Card authentication process we may ask you to follow from time to time.
38. EBS Cheques may be cancelled if the original EBS Cheque is returned to an EBS office (however the amount of the EBS Cheque will not be re-credited to your Account until you comply with our procedures in this regard). In order to cancel a lost or stolen EBS Cheque, or where the original EBS Cheque cannot be returned to an EBS office, written authorisation to cancel the EBS Cheque must be provided to us by both the Account holder and the beneficiary.

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.

39. An Account must operate in credit and there must be sufficient cleared funds (for example, where payment has been irrevocably received by us) in the Account to meet any Withdrawal Request. 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.
40. We can debit an Account to cover:
 - 40.1. any amount which is owed to us on an Account; and
 - 40.2. any loss, damage, cost, or expense we reasonably suffer in connection with an Account (and you will be liable to indemnify us for such reasonable losses, damages, costs or expenses if there are insufficient funds in the Account).
41. EBS Cheques remain the property of EBS. As soon as an EBS Cheque is issued on your behalf, the relevant amount will be immediately debited to your Account, regardless of when the beneficiary of the EBS Cheque presents it for payment.

Use of your Card or Passbook

42. The Account may be operated using a Card or Passbook, provided that we will not issue a Card in the Teenager's name until they are at least 16 years of age.
43. The Card and Passbook may only be used in accordance with these Conditions, and any other terms and conditions associated with the operations of your Card and/or Account such as the EBS CardManager App terms of use. The Card may also only be used by the Account holder to whom it has been issued.
44. Please see the 'Contacting us' section of these Conditions for details of how to contact us, if you need to contact us regarding your Card, Passbook, or other Withdrawal Request.
45. Cards and Passbooks remain the property of EBS, and we may request the return of a Card or a Passbook at any time or we may refuse to reissue, renew or replace any Card or Passbook.
46. A Card must be signed immediately on receipt. The Card PIN, and any applicable one time passcodes must be memorised by the relevant Account holder to whom they have been issued and may not be disclosed to any other person. The notification of a Card PIN or Personal Access Code ("PAC") received from EBS should be destroyed by the relevant Account holder because it is not safe to retain.
47. A Card must be activated prior to use. You can activate your Card by contacting us in accordance with the 'Contacting us' section of these Conditions or by such other means as we may make available from time to time. A Card cannot be activated in an EBS office.

48. When you use your Card online or are requested to securely store your Card details online for future use, we may need to confirm it's you before the transaction can be authorised. We'll do this by using the Mastercard Identity Check service and we may also use an authentication service to identify you. Your Card is automatically enrolled for the Mastercard Identity Check service; however, the Account holder may need to register for an authentication service. To find out more about this please go to our website www.ebs.ie/daily-banking/ebs-debit-card. If you are asked to identify yourself during an online card transaction, you must enter Security Details (for example, using an EBS CardManager App, or any other way made available by us). If we ask you to identify yourself and you can't or you don't follow the instructions for the Mastercard Identity Check system, we will take it that your transaction is not authorised, and it will not go ahead. For this reason, it is important to ensure that the personal information held by us in respect of any Account holder that holds a Card is up-to-date (for example, your mobile phone number).

49. Your Card may be used in most of Europe provided that you have supplied us with a mobile telephone number at Account opening. A list of these countries is available on our website www.ebs.ie. If you are travelling to a country which is not specified in this list, you should contact us in accordance with the 'Contacting us' section of these Conditions prior to travelling, to request use of your Card in that country.

Non-euro transactions will be converted to euro using the Card Scheme exchange rate. We have no control over when the transaction is processed by the Card Scheme and when the exchange rate is applied. For most non-euro transactions, the Card Scheme applies their exchange rate, generally within a few days. More information on how and when these exchange rates apply is available on our website www.ebs.ie.

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

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

Notwithstanding the provisions of condition 11, you may be charged a transaction fee by the local bank which processes the Valid Transaction.

For further information, you can contact us using the details set out in the 'Contacting us' section of these Conditions or visit our website www.ebs.ie.

50. Certain transactions using your Card may be prohibited on the basis that the Account is designed for young people.

51. Entries in any passbook issued may not necessarily show the true balance of your Account which is kept on our own books.

Lost or fraudulent use of your Card, Passbook or Device

52. You must exercise all reasonable care to keep your Card PIN and any other Security Details used for that Card a secret and your Card, Passbook and any Devices secure at all times.
53. If you become aware that a Card or Passbook or Device is lost, stolen or misappropriated or is being used in an unauthorised manner or you have reasons to suspect that someone other than the Account holder knows the Card PIN, Security Details or can otherwise use the Card, Passbook or Device, you must advise us by telephone in accordance with the 'Contacting us' section of these Conditions without undue delay and no later than 24 hours after becoming aware of such loss, theft, misappropriation, unauthorised use or unauthorised disclosure.
54. If we are notified that a Card or Passbook or Device has been lost, stolen, or misappropriated or that a Card PIN or any Security Details have been misappropriated or if we believe that the security of a Card or Passbook has been compromised or that unauthorised or fraudulent activity may be occurring on an Account, we may place a block on the relevant Card or Passbook so as to prevent its further use. We will report confirmed instances of fraud to the relevant authority, including law enforcement and will, in compliance with our legal obligations, support the criminal prosecution of confirmed fraudsters. We will advise you of any block in writing or by telephone (including SMS) as soon as possible unless we are prevented from doing so by operation of law.

Notification of loss or theft of a Card or the compromise of its details or your Card PIN or Security Details will be accepted by us from card protection service organisations and/or the Card Schemes.

Unauthorised Withdrawals

55. 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 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.
56. If the unauthorised withdrawal resulted from the loss, theft or misuse of any Card, Card Pin, Passbook, Device or Security Details, you may be liable for any losses relating to the unauthorised withdrawal. However, this liability is limited to €50 per unauthorised transaction. In any event, we will refund the full amount where:
 - 56.1. the loss, theft or misuse was not detectable to you prior to a withdrawal being made, except where you have acted fraudulently; or
 - 56.2. 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).

57. We may not give you a refund if:

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

57.2. you have fraudulently, intentionally or with gross negligence:

- a) failed to keep and use your Card, Card Pin, Passbook, Device and/or Security Details in accordance with the terms governing their issue, use and safety; and/or
- b) failed to tell us without undue delay about the loss, theft, misuse or unauthorised use of the Card, Card Pin, Passbook, Device and/or Security Details.

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

59. We will report confirmed instances of fraud to the relevant authority, including law enforcement and will, in compliance with our legal obligations, support the criminal prosecution of confirmed fraudsters.

Merchants and your Card

60. EBS will not negotiate with a Merchant on behalf of an Account holder.

61. In some circumstances, you may need permission from EBS or our agents to permit a particular transaction which exceeds the transaction limits set out elsewhere in these Conditions. The granting of this authorisation is at EBS' discretion and has the effect of reducing the available credit balance on the Account.

62. EBS has no liability if a Card is refused by a Merchant or if the Merchant fails to contact EBS for authorisation where required.

63. When you make a transaction using your Card, the balance on your Account will usually be decreased immediately by the amount of the transaction. Sometimes, a Merchant (for example, a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you.

This may not immediately reduce the balance on your Account but may affect the amount of funds available to you. This pre-authorised amount may only be debited by the hotel or petrol station to your Account in certain circumstances, (for example, where you have obtained goods or services to the value of the pre-authorised amount). Once the Merchant instructs us to, we will remove the pre-authorised amount as soon as possible. Please contact us if you have any queries.

64. We can't cancel a Card transaction that you have authorised. If you have a continuous payment instruction, such as a subscription, set up from your Card and you want to cancel it, you can do so by contacting us in accordance with the 'Contacting us' section of these Conditions up to the last Working Day before the payment is due to leave your Account. You should also give written notice to the Merchant and keep a record of any contact made.

To assist you, your Card is automatically enrolled in a card updater service with a Card Scheme, for example, Mastercard. This service allows a participating Merchant to access Card details through the Card Scheme so they can continue to process your continuous payment instructions. As not all Merchants take part in this service, you should still notify each Merchant when your Card details or the status of your Account changes. If you don't, your Account may or may not still be charged. You are responsible for making sure the Merchant has your new Card details to process a transaction. If you would like to opt out of the card updater service, please contact us in accordance with the 'Contacting us' section of these Conditions.

65. Where you have authorised a transaction and something has gone wrong, through no fault of ours, such as goods are not received, we may be able to seek a refund for this transaction on your behalf. We will have limited time to dispute this with the Merchant and therefore we ask you to let us know within 60 days of the date of the Card transaction. We may also need you to supply supporting information and/or any documents that will support your dispute. There is no guarantee that we can get your money back, and there are only certain Card transactions we can dispute. While we may be able to seek a refund, we are not responsible for any goods and/or services that you purchase with a Card from any Merchant and we have no responsibility to deal with any Merchant on your behalf in connection with any disputed transaction. Our contact details are set out in the 'Contacting us' section of these Conditions.

Cancelling, Suspending or Blocking a Card or Passbook

66. You can stop using your Card at any time. However, if you want to cancel your Card, you will need to contact us and, where applicable, return your destroyed Card to us. You can contact us using the details in the 'Contacting us' section for more information on these procedures.
67. If the Account is closed, the Card(s) and any Passbooks will be cancelled.
68. We can cancel any Card by giving you at least two months' notice. However, we can cancel, block or suspend any Card immediately (or on less notice) and/or refuse to issue or replace a Card if:
- 68.1. any event or reason listed in the 'Closure of Account' section of these Conditions occurs, which gives us the right to immediately cancel your Card, or close or suspend the Account;
 - 68.2. if we reasonably suspect that there is unauthorised or fraudulent activity on a Card, or we have concerns about the security of your Card or Account; and
 - 68.3. it becomes unlawful for any Card holder to continue to have a Card.
69. We can cancel a Card if it has become inactive noting we would normally consider a Card inactive if it has not been used for 12 months. We will write to you advising of this.
70. If your Card is being cancelled by you or us, the Account holder must:
- 70.1. repay any amount you owe us (including any payments not yet processed and any fees or charges owed and all stamp duties and government levies);

- 70.2. cancel any payment due to be made to or from the Card (for example, to utility or insurance companies); and
 - 70.3. destroy and, if applicable, return your Card to us.
71. When we say you must destroy your Card, we mean that you must cut your physical Card in two through the signature, magnetic strip and chip and return it to us. It also means that you must deregister or delete any digital versions of that Card.
 72. Where your Card is cancelled, blocked or suspended, we will endeavour to give you advance notice of such action unless we are prevented from doing so by law or it would not be practicable to do so. If such is the case, we will inform you as soon as possible after. If we temporarily block a Card and it cannot be established that a transaction is a Valid Transaction, the Card may be cancelled.
 73. The cancellation of a Card will not automatically lead to closure of the Account.
 74. If the adult is removed from an Account, any Card or Passbook in the adult's name will be automatically cancelled by us.
 75. Your Card will be subject to an expiry date. You are not permitted to use the Card after the expiry date.
 76. EBS reserves the right not to issue you with a new or replacement Card or Passbook. Unless we exercise this right in relation to your Card, a new Card will be sent to you prior to the expiry of your existing Card and, when requested, a replacement Card will be sent to you where your existing Card has been cancelled or notified to us as lost in accordance with these Conditions. You must activate the new or replacement Card prior to first use.
 77. We may be required to publish the suspension or cancellation of any Card.
 78. If you make, or a notification is made under the 'Lost or fraudulent use of your Card, Passbook or Device' section of these Conditions or if the Agreement is ended, we may request a Merchant or other person to retain any Card or destroy any Card by cutting it in two (through the signature box, magnetic strip, and Chip) and returning it to us. You must still delete or deregister any related Cards in a Digital Wallet.

Refund Rights for Card Payments You Have Authorised

79. Where the recipient's financial services provider is located in the European Economic Area, you may be entitled to a full refund for Card transactions if you can prove to us that both of the following circumstances applied:
 - 79.1. when you authorised the Card transaction the exact amount of the Card transaction was not specified to you; and
 - 79.2. the amount of the Card transaction was more than you could have reasonably expected to pay, given your previous spending patterns, the terms of these Conditions and the circumstances of your Card transaction.
80. You will not be entitled to any refund for any authorised Card transaction where you give us direct permission to carry out the transaction and, where applicable, where the information on the future payment was made available to you at least 4 weeks before the transaction.

81. To request a refund of the amount of a transaction you have authorised, you must contact us within 8 weeks of the date of the Card transaction being debited from your Account. Within 10 Working Days of you providing all relevant information to us in relation to the Card transaction, we will either refund the amount requested or provide reasons for refusing the refund. If we refuse to refund you and you are not satisfied with our reasons you may make a complaint in accordance with the complaint's procedures detailed in the 'Complaints' section.

Incorrectly executed, late and non-executed withdrawals

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

82.1. 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;

82.2. where we have been instructed to make a payment from your Account to an account with another financial services provider and that payment was deemed to be deficient, i.e. where the other financial services provider says it did not receive it, it was late or if a payment instruction was incorrectly executed by us (for example, an incorrect amount is transferred), we will usually restore your Account as soon as possible to the state it would have been in had the payment been correctly executed. However, we will not be in breach of our obligations and will not restore your Account if:

- (a) we have executed the payment in accordance with the instructions provided to us or if there was a mistake in any of the details in the payment instruction provided to us; or
- (b) we can show that the payment was received by the other financial services provider and/or any late receipt of a payment was not a result of our actions;

83. 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.

84. 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

85. This section applies to a person who has a shared Account with one or more other person. We call this a joint Account. This section sets out how we deal with joint Account holders and what happens if the arrangement between them comes to an end. If an EBS Teen Savings Account is operated as a joint Account:

- 85.1. the Agreement applies to all the joint Account holders collectively;
- 85.2. the Teenager must remain on the Account at all times;
- 85.3. the adult will be solely liable for any amount which is owed to us in respect of the Account, until the Teenager reaches 18 years of age and, following the Teenager reaching 18 years of age, the adult and the Teenager will become jointly and severally liable for any amount which is owed to us in respect of the Account, in each case irrespective of whether any relevant Account holder's Card or Passbook has been cancelled;
- 85.4. joint Account holders can make payments or withdrawals in accordance with the latest signing instructions given for the Account. If the Account signing instructions state that any one joint Account holder can sign this means that one joint Account holder can withdraw funds from the Account without the other's knowledge;
- 85.5. Account signing instructions can be amended on agreement of all the joint Account holders and will remain in place until amended further;
- 85.6. we will communicate with all joint Account holders at the Account address. Each joint Account holder is responsible for sharing this information with the other joint Account holders. The Account address that we send communications to will be the address selected at Account opening, or by a later joint written instruction;
- 85.7. in order to remove an Account holder from the Account; add a new Account holder to the Account, change the Account address or to close the Account, all Account holders must sign the relevant instruction;
- 85.8. any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant, financial advisor, or account aggregation service providers which allow you to view accounts with different providers in one place). Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way, as this may result in the personal data relating to all joint Account holders being disclosed. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data;
- 85.9. we can close the Account if requested to do so by the relevant parties acting in accordance with our procedures;
- 85.10. if we have reason to believe that there is a dispute between joint Account holders we may, but without being obliged to do so, place a block on the Account until we receive new instructions on the operation of the Account from all Account holders;
- 85.11. on the death of the adult whilst the Teenager is under 18 years of age, the parent or guardian of the Teenager will be requested to nominate another adult as the second named on the Account. Pending this nomination, any liabilities in respect of the Account will be liabilities of the adult's personal representatives. If the Teenager dies, any balance in the Account will vest in the Teenager's personal representatives and will not vest in any adult named on the Account.

Statements and Queries

86. Statements for the Account will be issued at least annually.
87. The statement will contain details of all transactions on the Account for the relevant period of the statement. You may obtain details of any transactions on your Account by contacting us or by viewing your Account details online on the “Your Accounts Online” section of www.ebs.ie.
88. You should review any statement received from us and if you believe there is an error on an 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.

Closure of Account

89. You can ask us to close your Account at any time by writing to your EBS office or, in any other way we allow. You can contact us using the details in the ‘Contacting us’ section for more information on these procedures. If you have a joint Account, please see the ‘Joint Accounts’ section for information on closing your joint Account.
90. We can close your Account by giving you at least two months’ notice. However, we can close or suspend your Account immediately, or with less notice, if:
 - 90.1. you materially breach this Agreement or any other agreement with us;
 - 90.2. you use (or allow someone else to use) your Card and/or Account illegally or for criminal activity or if we suspect this to be the case;
 - 90.3. 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 a Card or the Account;
 - 90.4. we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us;
 - 90.5. you provide us with false or misleading information at any time;
 - 90.6. 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;
 - 90.7. you face the threat of insolvency, or an event of insolvency occurs (for example bankruptcy or personal insolvency);
 - 90.8. any judgment is obtained or threatened against you;
 - 90.9. 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;
 - 90.10. if we become aware of the death of any of the Account holders;
91. We can also close your Account even if it is suspended at the time or we may suspend the Account immediately after telling you about its closure.
92. We may close your 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.
93. After the Teenager reaches 18 years of age, the Account will be re-designated as an EBS MoneyManager Account in the names of the same Account holders. Any Cards and Passbooks will be automatically cancelled at this point and a new Card(s) will issue if a Card had previously been issued on the Account. The terms

and conditions of the EBS MoneyManager Account are available at any of our offices or on our website at www.ebs.ie. We will provide you with two months' notice of this change.

94. As part of our Account closing process:

- 94.1. we can still debit the Account under condition 40 or to cover any Withdrawal Request; and
- 94.2. 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 Account is closed). Our website gives details of all the fees and charges associated with your Account and any Card;
- 94.3. you must return any items we issued to you to use in connection with your Account, such as any cheque book, Passbook or Card; and
- 94.4. you must cancel or redirect to another account any payments to or from your Account.

When the Account is closed, you will no longer be able to use the Account (or any Card associated with it) to make payments. However, if there are any continuous payment instructions, for example, to utility or insurance companies, that you have authorised on your Card, you will need to cancel these as outlined in condition 64. If you do not cancel them, then they may continue to be charged to the Account after the Agreement has ended. You will be responsible for any amount owing as a result of this.

Warning: You will remain responsible to us for any amount you owe us, even when your Account has been closed.

Deactivation of Account

- 95. If we believe that we have lost touch with you, for example, if letters addressed to the Registered Address are returned undelivered or money has not been paid into or taken out of an Account for at least 3 years, we can treat an Account as inactive, which means that there will be no further activity on the Account until we hear from you.
- 96. If we treat an Account as inactive under this 'Deactivation of Account' section, we will treat the Account as active again (reactivated) if:
 - 96.1. you provide us with satisfactory evidence of identity and address and complete the required documentation; or
 - 96.2. we think it is reasonable to reactivate it.
- 97. If we reactivate an Account, we will make any money in the Account available, together with any interest which the money would have earned if the Account had not been treated as inactive. If applicable, this interest will be taxable in the tax year in which it is paid even if it has been earned in an earlier tax year. This could affect your tax position.

Contacting us

98. 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.
99. You may contact us:
- 99.1. in person by visiting any EBS office. A full list of EBS offices is available on our website at www.ebs.ie;
 - 99.2. by telephoning us from within Ireland during working hours on 0818 654 322; or
 - 99.3. on + 353 1 665 8000 if calling from outside Ireland or if calling outside working hours;
 - 99.4. by writing to us at EBS d.a.c., 10 Molesworth Street, Dublin 2, D02 R126.
100. If reporting your card lost/stolen, you may contact us:
- 100.1. on 1800 440 040 from within Ireland; or
 - 100.2. on +353 1 665 8080 if calling from outside Ireland. If you are abroad, you can contact Mastercard free of charge to report your Card lost or stolen. Please see <https://www.ebs.ie/contact-us#compatible> for relevant contact details.
101. For all other Card queries please call 0818 654 328 or +353 1 665 8080 if calling from outside Ireland, during working hours.
102. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

Contacting you

103. Where we are allowed to by law, we may contact you in person, by phone (including SMS message or push notification), by post, by hand delivery, by fax, by email or online (for example, via any message facility available on our online services) or other electronic means. In order to ensure that we communicate with you securely, it is very important that you tell us immediately if your name, address, phone number or any other contact details change. You should also make sure that arrangements for receiving mail at your address are secure.

Changes to your Agreement

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

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

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

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

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

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

When can we make changes to this Agreement?

105. 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.
106. If you don’t want to accept the change, you can close your Account before the change comes into effect. If you do so, you will not be charged any extra fees, charges, or interest. However, you will need to repay all sums outstanding in connection with the Account. This includes the amount of any fees, charges, or government duty that you already owe and any accrued interest, which has not yet been added to the Account. Please see the ‘Closure of Account’ section for more information on how to close your Account. If you do not close your Account before the date on which the change comes into effect, the change will apply to your Account.
107. 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?

108. 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:

108.1. the change is in your favour (for example, we reduce fees and charges on your Account or increase the credit interest rate payable to you);

- 108.2. the change is required under law or regulation by a particular date, and there isn't time to give you notice;
- 108.3. the change is to introduce a new product or service that you can use in relation to your Account;
- 108.4. the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or
- 108.5. the change relates to certain benefits that may apply to your Agreement. In this case, these benefits will generally have their own terms and conditions and be subject to certain eligibility criteria. We will only change or withdraw a benefit that may apply to your Account with shorter notice, or without notice, if you have not availed of the benefit and accepted any applicable terms and conditions. If you have availed of a benefit on the Account and we are changing or withdrawing it, we will give you prior notice of this in accordance with this 'Changes to your Agreement' section. Details of these benefits are not included in this Agreement, more information about them is available on our website.

Our responsibility to you

109. 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:
- 109.1. you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account or Card;
 - 109.2. any act or omission of any third party (other than a third party appointed by us) including where the third party refuses to accept, or delays the acceptance of, (i) an instruction for payment to or from your Account or (ii) any security process you follow or use to make an instruction relating to your Account or confirm your identity (for example, a passcode, password, or fingerprint);
 - 109.3. where you have acted fraudulently or with gross negligence;
 - 109.4. if any of the details you gave us were wrong or insufficient;
 - 109.5. 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);

- 109.6. 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;
 - 109.7. if we must close or suspend your Account or suspend, block, or cancel your Card as a result of the occurrence of any of the events listed in the 'Closure of Account' section of this Agreement.
110. Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss if:
- 110.1. we act fraudulently, with negligence or such loss is a result of our wilful misconduct; or
 - 110.2. law or regulation does not allow us to exclude or limit liability.

Your responsibility to us

111. It is important that you are aware that you also have responsibilities. By using your Account and/or Card, you agree that:
- 111.1. you will comply with your obligations under this Agreement;
 - 111.2. you, as the Account holder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this Agreement or your Account is closed or suspended (for more information see the 'Closure of Account' section). Please see the 'Joint Accounts' section for further details on the liability of the adult and the Teenager in respect of amounts owing on the Account.
112. If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account (for more information see the 'Closure of Account' section).

General

113. We can set off your Accounts. This means that we may, at any time and without notice to you, use the funds in your Account or in any of your other accounts with us to pay off some or all of any amount you owe us (in all instances, this includes accounts not covered by this Agreement).
114. 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.
115. If any part of this Agreement 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.
116. You will receive a copy of these Conditions on opening an Account and you may request a further copy at any time.
117. If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account, we will contact you as

soon as possible in writing or over the phone. Please note that we will never request your personal banking details (for example, account numbers, Card PIN 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 Account to any other account or ask you to provide your Security Details or Card PIN.

Complaints

118. 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.
119. You'll find more about the steps we take to try to solve your complaint in our complaint's brochure.
120. 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

121. We will access, process, and retain personal information about you, your Account, or any payment instructions we receive in respect of your Account in order to provide our services.
122. 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

123. 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.
124. As you are a Consumer, the jurisdiction of the Irish courts will be non-exclusive in relation to any dispute or claim arising out of or in connection with this Agreement, and nothing in this 'Governing law and jurisdiction' section will affect your right to defend proceedings or take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.

Definitions

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

Agreement means all of the following:

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

ATM means an automated teller machine.

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

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

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

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

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

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

Credit Transfer means the Account provider transfers money, on the instruction of the customer, from the customer's Account to another 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** 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. EBS is regulated by the Central Bank of Ireland, PO Box 559, Dublin 1.

EBS CardManager App means an EBS application which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making transactions with your Card and/or such other uses as we may designate from time to time.

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

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

Mastercard Exchange Rate means the rate applicable at the settlement date for foreign exchange transactions as is published on the Mastercard website www.mastercard.com.

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

Non Cash Items means cheques, drafts and all other transfers of funds including by means of Passbook, credit transfer, standing order, electronic transfer and money transfer order (for the avoidance of doubt, this does not include an Instant Credit Transfer).

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

Registered Address means the address of the Teenager on the Account.

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

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

Teenager means any person aged between 12 and 18 years of age.

Valid Transaction means a transaction using the Card and/or Card details which has been duly authorised and consented to by you.

Withdrawal Request means any withdrawal order, transfer instruction or other similar such instruction to debit an Account.

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

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

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

EBS d.a.c. is regulated by the Central Bank of Ireland (C21172).
Registered Office: 10 Molesworth Street, Dublin 2, D02 R126.
Registered in Ireland. No. 500748.

