

Terms and Conditions Booklet for the
EBS MoneyManager Account

The EBS logo is located in the bottom right corner of the page. It consists of the letters "EBS" in a white, bold, serif font, set against a red rectangular background. The red background has a slight gradient and a shadow effect, giving it a three-dimensional appearance.

EBS

GENERAL TERMS AND CONDITIONS FOR EBS MONEYMANAGER ACCOUNTS

The EBS MoneyManager Account is an account for customers who require a payment account with basic features.

Conditions

1. These Conditions apply to the operation of EBS MoneyManager Accounts (each an/your “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 online. These are set out in Your Account Online Conditions. These terms and conditions will prevail to the extent that there is any conflict between them and any terms and conditions which apply to any other service or facility which we provide to you to the extent that they relate to your Account including Your Account Online Conditions or any of our information leaflets, webpages or other promotional materials.

Account Opening

3. You must be 18 years of age and give us evidence with your application that you are legally resident in the European Economic Area (the “EEA”) to open an Account.
4. The Account may only be used for personal purposes. An Account cannot be operated for business purposes for a club, charity, trust, partnership, association or company.
5. No more than 2 persons may jointly hold an Account.
6. The Account shall be operated using a Card subject to at least one Card being issued on the Account and no more than one Card being issued to each accountholder.
7. Proof of identity and address satisfactory to us is required on opening an Account. Until you satisfy our requirements in this regard, withdrawals or lodgements may be prohibited.

Lodgements

8. Cash and Non Cash Items which are euro-denominated may be lodged to an Account. Lodgements in a currency other than euro shall not be accepted.
9. Cash lodgements are credited immediately to the Account and are available for immediate withdrawal.
10. 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 we receive cleared funds, unless it is after 3.30pm on a Working Day in which case

your Account will be credited on the next Working Day. It normally takes six Working Days from the date of lodgement to clear euro-denominated cheques and bank drafts unless they are drawn on a non-Irish financial institution, in which case they will take longer to clear and additional terms will apply including Charges.

11. If a Non Cash Item lodged to an Account is returned unpaid or recalled by the paying bank, we will debit the Account with the amount of that item, any interest we have paid on it and any applicable Charge.
12. If your Card is not presented when making a lodgement, you will be required to provide your name, address and account number.
13. Your authorisation and consent to a lodgement is evidenced by accepting the lodgement receipt or by presenting your Card.

Credit Interest

14. Interest on the Account will be at a variable rate as advised on account opening. If there is a change to the interest rate, unless we are permitted by law to give you shorter notice, we will notify you not less than 2 months before the date the interest rate change takes effect by publishing details of the new interest rate in at least 2 national daily newspapers. The interest rate will also be available from any EBS office or on our website (www.ebs.ie).
15. Interest will be accrued on a daily basis on credit balances with Deposit Interest Retention Tax being deducted where applicable. Interest will be accrued on a credit balance resulting from a lodgement of Non Cash Items from the end of the third Working Day from the date the lodgement is made. Interest will be credited to the Account on the 30th of June each year.

Withdrawals

16. Withdrawals may be made from an Account:
 - 16.1. by using your Card;
 - 16.2. over-the-counter at certain EBS offices in cash or by EBS Cheque;
 - 16.3. by Online Transfer in accordance with Your Account Online Conditions; and
 - 16.4. by Direct Debit, Credit Transfer or Standing Order in accordance with the relevant mandate and, the SEPA Scheme Rules. Please note that instructions to us must include all of the information required by us and / or the SEPA Scheme Rules to execute the transaction including the relevant Unique Identifier.
17. The maximum aggregate amount that may be withdrawn from an Account in a 24 hour period subject to condition 18 and condition 39:
 - 17.1. using your Card at an ATM is €600;
 - 17.2. using your Card for purchases at Retail Terminals including Cashback Transactions or for purchases made online or by telephone is €2,000;

- 17.3. over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS office;
- 17.4. by Online Transfer is €5,000; and
- 17.5. by Direct Debit, Credit Transfer or Standing Order is the amount(s) specified in the relevant mandate(s).
18. 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.
19. Withdrawals will be debited to the Account immediately upon us processing the Withdrawal Request.
20. It shall be deemed conclusive evidence of your authorisation and consent to a withdrawal when:
- 20.1. you sign the Withdrawal Request;
- 20.2. you use your Card and Card PIN or Card and your signature;
- 20.3. you input your registration number and personal access code on the EBS website in accordance with Your Account Online Conditions;
- 20.4. you use your Card, expiry date and 3-digit Card Verification Value Code for an online purchase or telephone purchase; or
- 20.5. you sign the Direct Debit or Standing Order mandate.
21. You may notify us at anytime to adopt a Listing Approach to the acceptance of Direct Debits presented on your Account. If you instruct us to adopt a Listing Approach, it is your responsibility to ensure that the Direct Debits specified on the respective list are correct. Inclusion of a Direct Debit on a White List or exclusion of a Direct Debit from a Black List may be deemed as evidence of your consent to the processing of the Direct Debit. If you do not request a Listing Approach, Direct Debits will be made from your Account in accordance with the relevant mandate until such time as that mandate is cancelled by you in accordance with condition 23.
22. You may instruct us in writing to limit the amount and/or the period of Direct Debits which are subject to the SEPA Direct Debit Core Scheme.
23. The following provisions apply to the cancellation of Withdrawal Requests:
- 23.1. EBS Cheques may be cancelled if the original EBS Cheque is returned to an EBS office (however the amount of the EBS Cheque will not be re-credited to your Account until you comply with our procedures in this regard). In order to cancel a lost or stolen EBS Cheque, or where the original EBS Cheque cannot be returned to an EBS office, written authorisation to cancel the EBS Cheque must be provided to us by both the accountholder and the beneficiary;
- 23.2. individual Direct Debit payments, Credit Transfer payments and Standing Order payments may be cancelled by notifying us in writing up until 3.30pm on the Working Day prior to the date agreed for debiting your Account;

23.3. Direct Debit mandates and Standing Order mandates may be cancelled by notifying us in writing, however, any such notification received by us after 3.30pm on the Working Day prior to the date agreed for debiting your Account, shall not take effect until after such debit has occurred;

23.4. Direct Debit payments from your Account which are subject to the SEPA Direct Debit Core Scheme may be amended, cancelled or revoked by you by contacting the relevant payee to give notice of the change or revocation of your consent and / or cancellation of the Direct Debit. You must notify us of the amendment, revocation or cancellation as soon as possible; and

23.5. no other Withdrawal Request may be cancelled.

24. An Account must operate in credit and there must be sufficient cleared funds (i.e. where payment has been irrevocably received by us) in the Account to meet any Withdrawal Request and any applicable Fees, Charges or interest. We may refuse any Withdrawal Request against uncleared funds or where you have not authorised or consented to the withdrawal in accordance with these Conditions and our procedures.

25. We can debit an Account to cover:

25.1. any amount which is owed to us on an Account including, but not limited to, any applicable Fees and Charges; and

25.2. any loss, damage, cost or expense we suffer in connection with an Account (and you will be liable to indemnify us for such losses, damages, costs or expenses if there are insufficient funds in the Account).

26. 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

27. The Card may only be used in accordance with these Conditions and by the accountholder to whom it has been issued.

28. Where you are required to contact us regarding your Card or other Withdrawal Request in accordance with conditions 31, 33, 35, 42, 47, 50, 52, or 61, you should telephone the relevant number below within the relevant time frame:

28.1. 1850 654328 if calling from within Ireland during Working Hours; or

28.2. + 353 1 6658080 if calling from outside Ireland or if calling outside Working Hours.

29. Cards remain the property of EBS and we may request the return of a Card at any time or we may refuse to reissue, renew or replace any Card.

29.1. If we suspect that a Card is being used improperly or in breach of these Conditions we may, without having any liability to you for so doing, place a block on the relevant Card so as to prevent its further use. We will advise you of any block as soon as possible unless we are prevented from doing so by operation of law.

30. A Card must be signed immediately on receipt. The Card PIN must be memorised by the relevant accountholder to whom it has been issued and may not be disclosed to any other person. The notification of a Card PIN received from EBS should be destroyed by the relevant accountholder because it is not safe to retain.
31. A Card must be activated prior to use, by contacting us during Working Hours in accordance with condition 28. A Card cannot be activated in an EBS office.
32. If you are using your Card to make purchases online, you may first be required to register with MasterCard's Securecode. EBS bears no responsibility for any loss, damage or expense you may incur as a result of registering with MasterCard's Securecode.
33. Your Card may be used in most of Europe provided that you have supplied us with a mobile telephone number. A list of these countries is available on www.ebs.ie. If you are travelling to a country which is not specified in this list, you should contact us during Working Hours in accordance with condition 28 prior to travelling, to request use of your Card in that country.

Lost Cards or fraudulent use of your Card

34. You should take all reasonable care to prevent a Card being lost, stolen or misappropriated or a Card PIN being misappropriated.
35. If you become aware that a Card is lost, stolen or misappropriated or is being used in an unauthorised manner or you have reasons to suspect that someone other than the accountholder knows the Card PIN, you must advise us by telephone in accordance with condition 28 without undue delay and no later than 24 hours after becoming aware of such loss, theft, misappropriation, unauthorised use or unauthorised disclosure.
36. If we are notified that a Card has been lost, stolen or misappropriated or that a Card PIN has been misappropriated or if we believe that the security of a Card has been compromised or that unauthorised or fraudulent activity may be occurring on an Account, we may place a block on the relevant Card so as to prevent its further use. We may provide the Gardai with any information we consider relevant in this regard. We will advise you of any block as soon as possible unless we are prevented from doing so by operation of law.
37. EBS monitors Card transactions for possible suspicious activities. If we believe suspicious activity is taking place, we will temporarily block the Card and attempt to contact you to verify that the activity is a Valid Transaction. If it cannot be established that the transaction is a Valid Transaction, the Card will be cancelled.

Merchants and your Card

38. EBS will not negotiate with a Merchant on behalf of an accountholder.

39. In some circumstances a Merchant may require an authorisation from EBS or our agents to permit a particular transaction which exceeds the transaction limits set out in condition 17. The granting of this authorisation is at EBS' discretion and has the effect of reducing the credit balance on the Account.
40. EBS has no liability if a Card is refused by a Merchant or if the Merchant fails to contact EBS for authorisation where required.

Cancellation of the Card facility

41. The agreement for the issue and the use of a Card may be terminated at any time by your cancellation of the Card in accordance with condition 42 or by our decision to cancel the facility for the use of the Card for one of the reasons set out in condition 71. Any liability incurred by us or you prior to the cancellation will continue.
42. If you wish to cancel your Card, you must advise us accordingly during Working Hours in accordance with condition 28 and then destroy the Card by cutting through the chip and magnetic stripe. The cancellation of a Card will not automatically lead to closure of the Account.
43. If an accountholder is removed from an Account, any Card in that accountholder's name will be automatically cancelled by us. In the case of joint accounts, both accountholders remain jointly and severally liable for any amount which is owed to us on an Account irrespective of whether one accountholder has cancelled his / her Card.
44. Your Card will be subject to an expiry date. You are not permitted to use the Card after the expiry date.
45. EBS reserves the right not to issue you with a new or replacement Card for one of the reasons set out in condition 71. Unless we exercise this right, a new Card will be sent to you prior to the expiry of your existing Card and, when requested, a replacement Card will be sent to you where your existing Card has been cancelled or notified to us as lost in accordance with these Conditions. You must activate the new or replacement Card prior to first use.

Unauthorised withdrawals

46. You are responsible for all withdrawals from the Account save for withdrawals where it is established that you did not authorise or consent to the withdrawal in accordance with condition 20. In that case, subject to conditions 47 and 48, we will immediately refund the amount of the unauthorised withdrawal to the Account and credit any interest to the Account as if the unauthorised withdrawal had not taken place.
47. Subject to condition 48, if a withdrawal from an Account was not authorised or consented to by you and it resulted from a lost, stolen or misappropriated Card or the misappropriation of a Card PIN, your liability for withdrawals in the period before you notify us will be limited to €75, provided that:

- 47.1. you notify us within 24 hours of becoming aware of the withdrawal in accordance with condition 28; and
 - 47.2. such notification is made no later than 13 months after the date of the withdrawal.
- 48. We will have no liability to you for any withdrawals or other losses suffered where it is established that such loss was incurred as a result of your fraudulent action or where it is established that you either intentionally or by acting with gross negligence, breached any of these Conditions or the Your Account Online Conditions. For example, you did not take reasonable care to prevent your Card from being lost, stolen or misappropriated or you did not take all reasonable steps to keep your Card PIN safe or your registration number and personal access code (as referred to in Your Account Online Conditions) safe, or you failed to notify us in accordance with condition 47.

Incorrectly executed withdrawals

- 49. If you believe that a withdrawal has taken place on your Account that was incorrectly executed, you must notify us in accordance with condition 50.
- 50. Subject to condition 51, where it is established that a withdrawal was incorrectly executed, we will immediately refund the amount of the incorrectly executed withdrawal to the Account and credit any interest to the Account as if the incorrectly executed withdrawal had not taken place provided that:
 - 50.1. you notify us within 24 hours of becoming aware of the withdrawal in accordance with condition 28; and
 - 50.2. such notification is made no later than 13 months after the date of the withdrawal.
- 51. We will have no liability to you for any losses suffered by you resulting from an incorrectly executed withdrawal or a delayed withdrawal due to incorrect, incomplete or unclear instructions (including but not limited to providing an incorrect account number) or where it is established that you either intentionally or by acting with gross negligence, breached any of these Conditions or the Your Account Online Conditions.

Refund rights under the SEPA Direct Debit Core Scheme

- 52. You:
 - 52.1. have a right to request a refund for any Direct Debit paid from the Account in accordance with the SEPA Direct Debit Core Scheme for a period 8 weeks from the execution date of that Direct Debit.
 - 52.2. must contact us in writing within 8 weeks of the date of the transaction to avail of this refund right.
 - 52.3. agree to resolve any disputed Direct Debit directly with the payee concerned, and accept that the obligations of us and / or the payment service provider of the payee under the SEPA Direct Debit Core Scheme are not subject to claims or defences under the contractual or other arrangements in place between you and the payee.

Incorrectly executed and non-executed SEPA Direct Debits

53. If a Direct Debit has been made on your Account where:
- 53.1. you have not consented to the Direct Debit in advance directly to us;
 - 53.2. you were not given prior notice from us or from the recipient of the Direct Debit of the amount to be debited prior to the due date for the transaction; and
 - 53.3. the amount debited exceeded the amount you could reasonably have expected taking into consideration your previous spending pattern,
- You may request a refund of the amount from us by contacting us during Working Hours in accordance with condition 28, provided such request is made within 8 weeks of the date of the transaction. Within 10 Working Days of you providing all relevant information to us in relation to the transaction, we will either refund the amount requested or provide reasons for refusing the refund. If you are dissatisfied with our reasons, you may request our Terms of Service leaflet which contains details of our complaints procedure and the services provided by the Financial Services Ombudsman.

Joint Accounts

54. If an Account is held in joint names:
- 54.1. the account mandate will always operate on the basis that either accountholder is authorised to transact on the Account without the authority of the other accountholder, which means that all instructions issued and all acts done by one accountholder will be deemed to be instructions and acts of both accountholders;
 - 54.2. in order to remove one accountholder from an Account or to close an Account, both accountholders must sign the relevant instruction;
 - 54.3. each of you will be jointly and severally liable for any amount which is owed to us in respect of the Account; and
 - 54.4. on the death of one accountholder, the rights and/or liabilities in respect of the Account will become vested in the surviving accountholder subject to receipt by us of the appropriate legal and/or tax clearance.
55. 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 Account until we receive new instructions on the operation of the Account from all accountholders.

Data Protection

56. By opening an Account, you are confirming that you understand and agree that you are authorising:
- 56.1. EBS and our contractors and agents to contact you and to retain and process the personal data provided by you for the purposes of:
 - 56.1.1. opening and efficiently administering the Account and Card;
 - 56.1.2. preventing and detecting fraud; and
 - 56.1.3. carrying out statistical analysis and market research.

- 56.2. EBS to make such enquiries as we may consider reasonably necessary (including, but not limited to, credit checking, fraud prevention and anti-money laundering checks) in connection with your application.
57. You have the right to access, update and rectify your personal data by contacting EBS. It is your obligation to advise us if there is a change to your Registered Address or telephone number. You may also change your decision to opt in or out of receiving direct marketing from EBS at any time by writing to the EBS Marketing Department, FREEPOST, The EBS Building, 2 Burlington Road, Dublin 4, D04 WV00.
58. Full particulars of EBS' registration as a data controller and data processor under the Data Protection Acts 1988 and 2003 are available from the Office of the Data Protection Commissioner or on the online register at www.dataprotection.ie. Where we engage third parties to process personal data, we will only do so under appropriate contractual arrangements which protect personal data.

Statements and Queries

59. Statements for the Account will be issued at least quarterly unless:
- 59.1. the opening balance in the Account on the first Working Day of the quarter is less than €20;
 - 59.2. the balance in the Account does not exceed €20 at any time during the quarter;
 - 59.3. there have been no transactions on the Account during the quarter; and
 - 59.4. there is no Debit Balance on the Account during the quarter.
60. The statement will contain details of all transactions on the Account for the relevant period of the statement. You may also at any time obtain details of any transactions on your Account by viewing your Account details online on the "your accounts online" section of www.ebs.ie or, subject to condition 59, by contacting us. You may request additional statements from us at any time.
61. You should review any statement received from us and if you believe there is an error on an Account, you should notify us during Working Hours in accordance with condition 28 on the first Working Day after you receive the statement.
62. If we do not deal with your query to your satisfaction, you may request our Terms of Service leaflet which contains details of our complaints procedure and the services provided by the Financial Services Ombudsman.

Fees and Charges

63. Fees and Charges are applicable to the Account. The Fees and Charges applicable as at the date of these Conditions are set out in the Schedule to these Conditions, and may change from time to time. If there is a change to the Fees and Charges, unless we are permitted by law to give you shorter notice, we will notify you not less than 2 months before the date the change takes effect by publishing details of the new Fees and Charges in at least 2 national daily newspapers. Details of the changes to the Fees and Charges will also be available from any EBS office and on our website (www.ebs.ie).
64. Fees are calculated on a monthly basis and debited to your Account on a quarterly basis. Your statement will detail the Fees (if any) incurred by you during the quarter to which the statement relates. Any Fees will be debited to your Account on the 25th day of the month following the quarter to which the statement relates (or where the 25th is not a Working Day, the next Working Day).
65. Charges will be debited to your Account at the times specified in the Schedule.
66. If the Card is used to effect a transaction in a currency other than euro, the relevant amount will be converted into euro at the exchange rate determined by MasterCard on the date such transaction is debited to the Account. Non euro-denominated transactions will also incur a conversion Charge.

Unauthorised Debit Balances

67. An unauthorised Debit Balance will arise if any Withdrawal Request or other debit to the Account exceeds the credit balance on the Account.
68. You will be notified by us in writing when a Debit Balance exists on the Account. The amount outstanding shall be repayable on demand to EBS.
69. Interest will be accrued on a Debit Balance on a daily basis at the Debit Balance Interest Rate and will be debited to the Account on a quarterly basis. The Debit Balance Interest Rate is set out in the Schedule. You will be informed of the Debit Balance Interest Rate when we notify you of the occurrence of a Debit Balance.
70. When a Debit Balance occurs on your Account, an additional Charge will be debited immediately to the Account as specified in the Schedule.

Closure of Account

71. We may close or suspend your Account where one or more of the following conditions is met:
 - 71.1. there has been no transaction on your Account for more than 24 consecutive months;
 - 71.2. you gave us incorrect information when applying to open your Account, where giving us the correct information would have resulted in your application being refused;

- 71.3. you are no longer legally resident in the EEA;
 - 71.4. you have opened another Personal Payment Account with any bank in Ireland (including us);
 - 71.5. you have deliberately used your Account for illegal purposes;
 - 71.6. it is necessary in order to comply with our obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 or to avoid or prevent fraud or suspected fraud;
 - 71.7. if we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us.
72. Unless it would be contrary to national security or public policy, we will tell you in writing at least two months in advance of closure or suspension of your Account where we do so because:
- 72.1. there has been no transaction on your Account for more than 24 consecutive months;
 - 72.2. you are no longer legally resident in the EEA;
 - 72.3. you opened another Personal Payment Account with any bank in Ireland (including us).
73. In all other cases we may close or suspend your Account immediately and we will give you notice in writing that we have done so.
74. Notwithstanding any other provision in these Conditions, any and all rights that we have to refuse to execute a transaction or suspend or block any Card under these Conditions, or any terms and conditions which apply to any other service or facility which we provide to you, including Your Account Online Conditions continue to apply.
75. This “Closure of Account” section replaces the termination provisions in any terms and conditions which apply to any other service or facility which we provide you including Your Account Online Conditions only to the extent that they relate to the termination of a service or facility provided in connection with your Account.
76. If we close an Account:
- 76.1. we can still debit the Account under condition 25 or to cover any Withdrawal Request; and
 - 76.2. you will still have to pay back any Debit Balance, interest or other amounts which you owe us on the Account.
77. We may also close an Account if we become aware of the death of any of the accountholders.
78. You may apply to close an Account at any time by contacting us. Additional conditions in relation to account closure apply which will be advised to you at the relevant time. If you close an Account, you must pay us anything owing in accordance with condition 25.

Deactivation of Account

79. If we believe that we have lost touch with you, for example, if letters addressed to the Registered Address are returned undelivered, and 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.

80. If we treat an Account as inactive under condition 79, we will treat the Account as active again (reactivated) if:
- 80.1. you contact us and complete the required documentation; or
 - 80.2. we think it is reasonable to reactivate it.
81. 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

82. You may contact us:
- 82.1. in person by visiting any EBS office. A full list of EBS offices is available on our website at www.ebs.ie;
 - 82.2. by telephoning us from within Ireland during Working Hours on 1850 654328; or
 - 82.3 + 353 1 6658000 if calling from outside Ireland or if calling outside Working Hours.
 - 82.4. by writing to us at EBS d.a.c. , The EBS Building, 2 Burlington Road, Dublin 4, D04 WV00.
83. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

General

84. We may remove, change or add to any of these Conditions at any time. In that event, unless we are permitted by law to give you shorter notice, we will provide at least 2 months notice in writing or we will place an advertisement in at least 2 national daily newspapers describing the change. If you do not accept such changes, you have the option to close your Account. If you do not close your Account, you will be deemed to have accepted any such changes.
85. We may, without notice to you, set off any credit or Debit Balance in any Account against any debit or credit balance on any other account you may hold with us, including any mortgage account.
86. If an incorrect amount is debited or credited to an Account we may correct the entry, including debiting or crediting the Account, without notice to you.
87. We will not be liable to you for any loss which may be suffered if, by reason of any causes beyond our control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies), we cannot provide services generally, or any particular service to you.
88. No delay, omission or forbearance on the part of EBS in exercising any right under these Conditions shall operate to or be construed or interpreted as operating to impair or waive such right.

89. In the event that any provision of these Conditions becomes unenforceable or unlawful, such provision will not affect the remaining provisions which will continue to be binding.
90. These Conditions are in the English language and shall be construed according to the laws of Ireland. All communications with you will be in English. You will receive a copy of these Conditions on opening an Account and you may request a further copy at any time.
91. For Accounts opened prior to 1 January 2000, additional facilities may be available, as set out in the Supplementary Terms and Conditions. If there is a conflict between these Conditions and the Supplementary Terms and Conditions, the Supplementary Terms and Conditions will prevail.

Definitions

ATM means an automated teller machine.

Card means the EBS MasterCard ® (MasterCard is a registered trademark of MasterCard International Incorporated) Debit Card.

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

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

Charge means an amount which will be debited to your Account in respect of Government stamp duty or in respect of certain services that you avail of or in respect of certain unauthorised transactions on your Account.

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

Credit Transfer, which for the purpose of these Conditions includes a Standing Order, means a payment service for crediting a payee's payment account with a payment transaction based on an instruction given by the accountholder and which is executed in accordance with the SEPA Scheme Rules or as an international payment to which the SEPA Scheme Rules do not apply.

Debit Balance means any debit balance on the Account.

Debit Balance Interest Rate means the applicable interest rate on a Debit Balance.

Direct Debit means an instruction from an accountholder to EBS to transfer a fixed or variable amount from one account to an account, either in the name of the accountholder or a third party account in Ireland or in SEPA.

EBS, us and we means EBS d.a.c., a designated activity company registered in Ireland under registration number 500748, and includes our successors and assigns. Registered Office at The EBS Building, 2 Burlington Road, Dublin 4, D04 WV00. Our website is at www.ebs.ie. EBS is regulated by the Central Bank of Ireland, whose address is PO Box 559, Dame Street, Dublin 2, D02 P656.

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.

Fee means an amount which will be debited to your Account in respect of certain authorised transactions on your Account.

Listing Approach means a specific listing of Direct Debits which are either permitted by you for presentation for payment by us (known as a “White List”) or are not permitted by you for presentation for payment by us (known as a “Black List”).

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

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

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

Online Transfer means an electronic funds transfer from an Account to selected utility companies, to make credit card payments or to certain other bank or building society accounts from time to time.

Personal Payment Account means any personal account (sole or joint) used primarily for the execution of day to day payment transactions which has at least the following features: the account allows you to (a) place funds, (b) withdraw cash and (c) make and receive payment transactions, including credit transfers, to and from a third party. Current Accounts are usually personal payment accounts, but other accounts may also have these features.

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

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

SEPA means the Single Euro Payments Area comprising those countries including Ireland which are listed in the official list of SEPA countries as published and updated or amended by the European Payments Council from time to time.

SEPA Scheme Rules means, as applicable, the SEPA Direct Debit Core Scheme Rules or the SEPA Credit Transfer Scheme Rules of the EPC as amended and updated from time to time.

SEPA Direct Debit Core Scheme means the European Payments Council’s SEPA Direct Debit Core Scheme and the rulebook applicable to that scheme of the European Payments Council as may be in force and amended from time to time and as described in the information and rulebook as is available from the European Payments Council’s website.

Standing Order means an instruction from you to us to pay a series of Credit Transfers in a specified amount from your Account on specified dates to a specified payee.

Supplementary Terms and Conditions means the supplementary terms and conditions which may apply to Accounts opened prior to 1 January 2000.

Unique Identifier means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment (for example, national sort code (NSC) of the payee's bank and the payee's account number or the payee's International Bank Account Number (IBAN) and the Bank Identification Code (BIC) of the payee's bank).

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

Withdrawal Request means any withdrawal order, transfer instruction or other 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.

Working Hours means between 9:00AM and 5:30PM on Working Days.

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

Your Account Online Conditions means the terms and conditions from time to time applicable to offering or effecting transactions on the Account online.

SCHEDULE: FEES AND CHARGES APPLICABLE TO MONEYMANAGER ACCOUNTS

Fees:

Description	Amount	When Debited
Cash withdrawal in EBS office	Free	N/A
ATM withdrawal (euro-denominated)	Free	N/A
EBS Cheque withdrawal	Free	N/A

Charges:

Description	Amount	When Debited
Non euro-denominated ATM withdrawal	1% of the amount of the withdrawal (minimum €1.91, maximum €6.00). The MasterCard Exchange Rate will apply	Same day at end of Working Day
Non euro-denominated Retail Terminal transaction including a non euro-denominated Cashback Transaction	1% of the amount of the transaction (minimum €0.30, maximum €6.00). The MasterCard Exchange Rate will apply	Same day at end of Working Day

Description	Amount	When Debited
Stamp duty on EBS Cheque (Government Charge)	Applicable government stamp duty per EBS Cheque	Same day at end of Working Day
Stamp duty on Card (Government Charge)	Applicable government stamp duty per Card. The amount depends on whether you use your Card at both an ATM and a Retail Terminal	Annually in arrears
Debit Balance Charge	€5.00	Will be debited on the same day as a Debit Balance occurs on your Account at end of Working Day
Debit Balance Interest Rate	6% per annum above the EBS Mortgage Standard Variable Rate (as displayed in EBS offices)	Quarterly
Unpaid cheque (a cheque that is lodged to your Account and returned "unpaid" due to the cheque failing to clear)	€4.44	Same day at end of Working Day
Unpaid Direct Debit (a Direct Debit presented on your Account and returned "unpaid" due to insufficient funds in your Account)	€6.35	Same day at end of Working Day

The following transactions are not currently subject to Fees or Charges however this may be subject to change from time to time:

Transaction Detail

- Cash lodgement
- Cheque lodgement (including EBS Cheques and non-EBS Cheques)
- Retail Terminal transaction (euro-denominated)
- Cashback Transaction (euro-denominated)
- Direct credit
- Standing Order (including setting up and amending)
- Direct Debit (including setting up and amending)
- Online Transfer
- Certificate of interest: a statement confirming the interest that was debited or credited to your Account in a given period
- Credit Transfer

EBS d.a.c. is regulated by the Central Bank of Ireland.
Registered Office: The EBS Building, 2 Burlington Road,
Dublin 4, D04 WV00. Registered in Ireland. No. 500748.

