

## Fixed Term Deposit Account Terms and Conditions

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### 1. General

**1.1** These terms and conditions form part of your Agreement with us setting out what you can expect when you open an Account with us and what we ask from you to help us manage your Account.

**1.2** We are committed to meeting the accessibility requirements set out in the European Accessibility Act. For more information, please refer to our Accessibility Statement available on our website.

**1.3** When we say "you" and "your" we mean the Account Holder and/or any third party authorised to act on your behalf, to include your successors and /or personal representatives. When we say "we", "us", "our" or "Bank" we mean Bankinter, S.A and this includes those who take over, or are assigned, the responsibilities and rights in this Agreement.

**1.4** When we say Agreement, this includes all of the following:

- a) these terms and conditions;
- b) your completed application;
- c) the terms and conditions for any other services that you may use in relation to your Account (such as our online banking services);
- d) any additional terms and conditions for your Account;
- e) where applicable, the current edition of our fees and charges booklets. Some of these documents may be amended or updated from time to time and we will give you notice of those amendments if we are required to do so.

**1.5** Nothing in this Agreement shall affect your statutory rights under applicable consumer rights law. If there is any conflict between this Agreement and such rights, your statutory rights shall prevail. Nothing in this Agreement is intended to exclude or restrict any obligations we have to you under the Consumer Rights Act 2022.

**1.6** If you wish to withdraw from this Agreement, you must let us know within 14 days by contacting us through our Bankinter Digital Service channels or by phone (in which case you will need to follow up with confirmation in writing). This period begins on the date your Account is funded. If you contact us within this period to cancel your Account, we will repay you any funds you have lodged in the Account but not any interest accrued on the Account during this 14-day period.

**1.7** In this Agreement:

**"Account"** means the Bankinter Fixed Term Deposit Account opened by you with us.

**"Account Holder"** means the person in whose name the Account is opened.

**"Bankinter Digital Services"** means the services that can be accessed through the Bankinter Ireland mobile app or Bankinter Ireland online banking website.

**"Business Day"** means a day (other than Saturday, Sunday or a public holiday) on which we are generally open for business in Ireland.

**"Deposit Date"** means the day on which the SEPA direct debit payment settles into your Account.

**"Fixed Term"** means a period of time which you choose for the funds to be held in the Account.

**"Maturity"** means the date on which the Fixed Term ends.

**"SEPA"** means the Single Euro Payments Area.

### 2. About your Account

**2.1** The Account is only available to personal customers who are eighteen or older and resident in the Republic of Ireland.

**2.2** To use the Account, you must download and install the Bankinter Ireland mobile app on your mobile device. By doing so, you accept that we will send you notifications and important information regarding the management and maintenance of your Account through the Bankinter Ireland mobile app. You should regularly check the secure message service within the Bankinter Ireland mobile app for these.

**2.3** The Account is only available as a euro account.

**2.4** You must not use the Account for business purposes.

**2.5** You may not transfer ownership of your Account to anyone else and you may not use your Account as security for any borrowings or another liability unless we allow you to do so.

**2.6** When you open your Account, you should pay attention to any minimum and/or maximum lodgement or balance requirements which are available to view on our website from time to time.

**2.7** If an incorrect amount is debited or credited to your Account, we may make the necessary correcting entry to your Account without telling you about this beforehand.

## Fixed Term Deposit Account Terms and Conditions

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### 3. Opening Your Account

**3.1** You must hold a personal current account in the SEPA area in your name to transfer funds to and from the Account. A lodgement can only be made to your Account by making a single SEPA direct debit payment from the current account. We do not accept lodgements by any other alternative methods such as cheques, drafts or other paper-based payments.

**3.2** You will need to provide us with information to identify you and proof of your permanent address. Your Account may not become active until we have received and approved this information.

**3.3** You will need to provide certain information to enable us to comply with our tax reporting obligations including your tax residence details.

**3.4** From time to time, we may need you to provide updated or additional information about you to enable us to comply with our tax reporting, anti-money laundering or sanctions obligations. If you do not provide us with the requested information promptly (and in the case of information for tax reporting, within 30 days of any change) this could lead to us to suspend or close your Account.

**3.5** We reserve the right to not open an account. In addition, we reserve the right at any time to:

- (i) not open an additional Account where you already hold an Account; or
- (ii) to limit the number of Accounts that you are permitted to hold.

**3.6** If you request a refund of the direct debit payment made to fund the Account within 8 weeks of payment, and where such a refund request is subsequently processed, any interest and withdrawals already paid by us to you will immediately become due and owing to us. Where such an amount remains unpaid after 10 Business Days of the recall of the direct debit payment, we will take steps to recover the amount owed, which may include legal action where proportionate and if necessary.

### 4. Fixed Term & Maturity

**4.1** When you open the Account or if you wish to reinvest your funds at Maturity you can choose the Fixed Term from the options we make available to you.

**4.2** We will write to you by an electronic means (such as email or through our online channels) at least thirty (30) days in advance of Maturity to inform you of the options available to you on Maturity.

**4.3** If you do not select an option, your Account will move to our prevailing interest rate (which may be 0%) at Maturity.

**4.4** You are responsible for ensuring the accuracy and completeness of each Maturity instruction you give us. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken Maturity instructions.

### 5. Lodgements

**5.1** Other than the initial lodgement to fund your Account, no lodgements can be made to the Account during the Fixed Term.

**5.2** We can delay or refuse to accept a lodgement to your Account for any valid reason (for example, if the amount is incorrect, recalled by the financial services provider or is returned by us because of a mistake, fraud or any rules around how the lodgement is made). If this happens, we may make any adjustment necessary on your Account without telling you about it beforehand. Where practicable, we will notify you of this afterwards.

### 6. Withdrawals

**6.1** You cannot withdraw funds from your Account during the Fixed Term. The Account is not suitable for a customer who may require access to the funds held in the Account prior to the end of the Term.

**6.2** We do not provide a cheque book or debit card for use with the Account. We do not allow direct debits or standing orders to be set up on the Account or bill payments to be made to third parties from the Account.

**6.3** We may permit you to withdraw funds from your Account after a period of fifty-eight calendar days after you open the Account. For example, we may permit you to withdraw a maximum of 25% of the opening Account balance in one single withdrawal, subject to the conditions we make, available at that time. If we permit you to withdraw funds from your Account this may affect the amount of interest you will receive at Maturity.

**6.4** The only way to withdraw funds from your Account (if permitted by us) is by transferring the funds to a current account in your name.

### 7. Interest

**7.1** We will pay interest at the applicable rate on the funds held in the Account and we will pay any credit interest accrued to you upon Maturity. If the Fixed Term is greater than one year, we will pay any credit interest accrued to your Account annually, and at Maturity.

**7.2** We calculate and accrue credit interest based on the balance of your Account at the end of each day. We will start to calculate interest on the day funds are lodged to your Account, provided we receive the lodgement before the applicable cut-off time. If we receive the lodgement after the applicable cut-off time on a Business Day, the lodgement will be deemed to have been received the following Business Day.

## Fixed Term Deposit Account Terms and Conditions

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**7.3.** Deposit Interest Retention Tax (DIRT) is a tax levied on interest earned on deposit accounts held by Irish tax resident account holders. We will deduct DIRT at the prevailing rate from all interest earned and we will pay this directly to the Revenue Commissioners. If you are aged 65 or over in the current tax year, or are permanently incapacitated, or are in receipt of payments under the Mother and Baby Institutions Payment Scheme, or are Non-Irish tax resident, you may be eligible to have the interest on your Account paid without the deduction of DIRT. Further information is available on our website.

### 8. Statements

**8.1** An electronic statement of your Account transactions will be issued to you at least once per year or, in the case of an Account with a Fixed Term of less than one year, upon Maturity. You can request a paper copy of a statement if you wish.

**8.2** Where a statement is required during the Fixed Term this can be requested via Bankinter Digital Services.

### 9. Death, incapacity, bankruptcy or event of insolvency

**9.1** Any payment made by us to or from your Account after your death, incapacity, bankruptcy or an event of insolvency but before we have received written notice of this, will be valid and binding on your successors and estate.

**9.2** If you die, we will close your Account and pay any balance outstanding and any interest that has accrued to your personal representative. We will do this when we receive the necessary legal documents to confirm your death and to confirm the authority of your personal representative. Before making any payment, we may exercise our right of set-off under the 'Set-off' section below.

**9.3** If we are put on notice that there is a dispute between the personal representative and your estate regarding ownership of any amount standing to the credit of your Account, we may refuse to accept instructions in relation to your Account unless we receive written confirmation from all parties that the dispute is resolved.

**9.4** If you become bankrupt or insolvent, we may close your Account and pay the outstanding balance (but not any interest that has accrued) to the person administering your bankruptcy or insolvency. We will do this when we receive the necessary legal documents to confirm the bankruptcy or insolvency and to confirm the identity of the person administering your bankruptcy or insolvency.

### 10. Fees and Charges

We may introduce fees and charges to your Account and/or change the fees and charges that may apply, only where necessary and in a way that is proportionate. Any changes to fees and charges will be notified to you in accordance with the 'Changes to your Agreement' section. You may close your Account at Maturity if you do not accept the charge.

### 11. Closing or suspending your Account

**11.1** You may not close your Account before Maturity.

**11.2** We may close your Account by giving you at least one month's notice before Maturity. If we give you notice under this condition, the Account will be closed on Maturity and the Agreement will end.

**11.3** We may also suspend or close your Account immediately at any time if:

- a) you breach this Agreement or any other agreement with us;
- b) you die;
- c) we reasonably believe that we might be breaching a law, regulation, code or other duty which applies to us in continuing to provide the Account;
- d) you use (or allow someone else to use) your Account illegally or for criminal activity or if we suspect this to be the case;
- e) you carry out or attempt to carry out fraud against us or others, or where we suspect you have done so;
- f) you provide us with false or misleading information at any time;
- g) in our reasonable opinion, you are not able to properly manage your financial affairs or are unlikely to be able to pay your debts; become insolvent or you face the threat of insolvency;
- h) any judgment is obtained against you;
- i) you act in an aggressive or inappropriate manner towards any of our staff;
- j) 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; or
- k) we reasonably believe that we may be subject to action from any government, regulator or law enforcement agency.

**11.4** As part of the Account closing process, you must repay any amounts you owe us (including for example, fees and charges owed up to the day the Account is closed).

### 12. Changes to this Agreement

**12.1** We can make changes to the terms of this Agreement where we have a valid reason. These include changes to our fees and charges (where applicable). To be clear, we will not:

- (a) change the rate of interest applicable to an Account during any Fixed Term of your Account, or,
- (b) change the length of any Fixed Term except where we are permitted under this Agreement to close your Account.

## Fixed Term Deposit Account Terms and Conditions

**12.2** The table below explains the valid reasons that may cause us to make a change:

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 Account including a change we reasonably expect will happen.
A change in the amount or type of "capital" we must 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 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.
A change in an existing service.
Introducing a new service, or a new way for you to bank with us (including where we will charge for this).
Withdrawing a service, or changing its features.
Moving you to a different account because you are no longer eligible for your existing 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. because of new entrants, actions by our competitors or changing customer preferences) and the general economic climate, which means we need to make changes to make sure our business is run effectively.
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.

**12.3** We will tell you about a change to this Agreement at least one month in advance of the change unless there are circumstances where we may give you shorter notice or law or regulation requires us to give you more notice.

**12.4** If you do not 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 or charges that you owe already.

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

**12.6** 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, or on our website).

**12.7** There are certain circumstances where we may give you shorter notice than outlined above, or where we will not tell you about changes or tell you about changes after we make them. We will only do this if we have a valid reason.

Examples of valid reasons are:

- (a) the change is in your favour;
- (b) the change is required under law or regulation by a particular date;
- (c) the change is to introduce a new product or service that you can use in relation to your Account;
- (d) 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).

### 13. Contacting us

If you wish to contact us in relation to your Account, you can message us through the Bankinter Digital Services or contact our customer service team at 0818 211 788.

### 14. Complaints

**14.1** If you have reason to make a complaint to us about the Account or associated services, we will deal with your complaint in accordance with the complaints procedure as set out on our website.

**14.2** If you are not happy with the outcome of your complaint following completion of our internal complaints procedure, you may refer the matter to the Office of the Financial Services and Pensions Ombudsman (FSPO).

**14.3** The FSPO is an independent statutory body whose services are available free of charge to customers who have unresolved complaints with their service provider. The FSPO may be contacted at:

**Address:** Office of the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

**Phone:** (01) 5677000

**Email:** info@fspoi.ie

## Fixed Term Deposit Account Terms and Conditions

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### 15. Your information and keeping us informed

**15.1** You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you do not tell us promptly about a change in your details, you may not receive information that could be important, or it may be accessed by someone else.

**15.2** If you do not keep us informed of these changes, your eligibility for your Account, the services we can offer you or how they work might be affected.

**15.3** Refer to our Privacy Notice online for information on how we collect personal information about you, how we use it and how you can interact with us about it.

**15.4** We may monitor or record any communications between you and us, including telephone calls. We can use these recordings for a variety of reasons (for example, to improve our customer services and/or to help detect or prevent fraud).

**15.5** We will contact you through the Bankinter Digital Services channels and by email but we may also contact you by post, phone or any other way available to us.

**15.6** Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if misdelivered or returned undelivered).

**15.7** Any notice sent by email or text message (to your last number or email address known to us) or made available online (for example, via any message facility available through our online banking services) is considered to have been received by you at the time it is sent.

### 16. Our and your responsibilities

**16.1** You must tell us immediately if you believe an unauthorised person can access, or has accessed your Account, or if you have lost any item that you use to access your Account or where you suspect such an item has been compromised.

**16.2** You must:

a) not share any security information (usernames, passcodes, one time access codes) or other information related to your Account or device with others.

b) ensure that any device used to access the Bankinter Digital Services is secured and not left unlocked or unattended.

c) remove your Account information (e.g. the Bankinter mobile app) from any device before disposing of it or passing it to someone else for repair or any other reason, d) log out of Bankinter Digital Services (or lock your device) when you are not using it.

**16.3** We will be responsible to you if you suffer loss because we have not done what we said we would do under this Agreement.

However, we will not be in breach of this Agreement if we do not provide the services covered by this Agreement, or the services are interrupted because of the following:

a) you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;

b) 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 your Account or (ii) any security process you follow or use to make an instruction relating to your Account or confirm your identity;

c) where you have permitted someone else to use your device or security information, acted fraudulently or with gross negligence;

d) if any of the details you gave us were wrong or insufficient;

e) unforeseeable or unavoidable circumstances beyond our reasonable control, which meant, despite our reasonable efforts, we could not 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 other third party (other than a third party appointed by us);

f) us complying with any law, regulation, code or other duty which is binding on us, or us complying with the instructions of a court, ombudsman, regulator or law enforcement agency; or,

g) if we must close or suspend your Account because of the occurrence of any of the events listed in the 'Closing or suspending your Account' section of this Agreement.

**16.4** We may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying lodgements to and withdrawals from your Account for any valid reason. This may result in a delay or failure to execute instructions received from you. We are not responsible for any loss or damage that might be caused as a result.

**16.5** We monitor suspicious activity using fraud detection systems. We may use location data or other data from devices (such as mobiles or tablets) to monitor for fraudulent activity. We may contact you using automated calls, SMS messages, or emails where we detect suspicious activity on your Account.

### 17. Set-off

**17.1** We can set off your accounts which means that we may, at any time and without notice to you, use the funds in your Account (whether or not your Account has reached Maturity) or in any of your other accounts with us to pay off some or all of any amount you owe us (this includes accounts not covered by this Agreement).

## Fixed Term Deposit Account Terms and Conditions

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**17.2** In addition to any other right of set off, lien or similar right to which we may at any time be entitled, we may hold and retain any credit balance to which you are entitled on any Account until such time as all or any of your obligations to us have been discharged in full.

### 18. Enforcing our Rights

If we do not enforce the rights we have under this Agreement or in law or delay in 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.

### 19. Severance

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 the rest of this Agreement will not be affected and it shall continue to bind both you and us.

### 20. Deposit Guarantee Scheme

We are a member of the Deposit Guarantee Scheme, which is managed by Fondo de Garantía de Depósitos de Entidades de Crédito (FGD) created under Spanish Royal Decree-Law 16/2011. This scheme will pay compensation to an account holder if we cannot pay what we owe to the account holder. The Deposit Guarantee Scheme covers funds held by eligible depositors in current and deposit accounts up to €100,000 per qualifying depositor per institution.

### 21. Governing Law and Jurisdiction

**21.1** 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. 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 if the country is within the European Economic Area.

**21.2** 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.

**21.3** For the purposes of this agreement the English language will apply.

Bankinter S.A., trading as Bankinter, is authorised by the Banco de España in Spain and is regulated by the Central Bank of Ireland for consumer protection rules.

Bankinter S.A. Registered in Spain: Madrid Mercantile Register (Registro Mercantil de Madrid), Volume 1857, Folio 220, Page 9643. Registered office: P. de la Castellana 29, 28046, Madrid, Spain. Registered Irish branch: Dublin Road, Carrick-On-Shannon, County Leitrim, no: 910258.