

## **Ballinasloe Credit Union - CU Online Terms**

### **Please read these Terms carefully.**

They govern your access, use of and any transactions undertaken by you via CU Online and the Online Services.

### **1. These Terms**

1.1. CU Online and the Online Services are only made available to you in respect of Irish Accounts you have with us and which you have registered for CU Online.

1.2. We provide and make available, and you use and access, CU Online and the Online Services subject to these Terms. By clicking the "I accept" icon in respect of these Terms (or fulfilling another form of process designated by us), you confirm your complete acceptance of and agreement to these Terms.

1.3. These Terms are separate and supplemental to any other agreement between you and us in relation, for instance, to (i) any of your Accounts with us; (ii) any loan taken out by you from us; and (iii) our Website Terms; and (iv) our Privacy Policy, all of which you are also bound by where applicable. Your access and use of CU Online and the Online Services is always subject to these Terms, which take precedence in respect of your access and use of CU Online and the Online Services if they conflict or are inconsistent with any other agreement between us in such respect.

1.4. None of these Terms will be interpreted so as to deprive you of any rights you have under mandatory Irish law.

### **2. Your Online Account**

2.1. To access and use CU Online and the Online Services, you must: (a) have an Account with us; (b) have successfully registered for CU Online; (c) have successfully been given an Online Account; (d) be 18 years of age or older; and (e) complete any other procedure we require – we can, for instance, require you to follow a procedure to register and use a particular Online Service.

2.2. You must provide accurate and complete information when registering with us. It is your responsibility to update your Online Account with any changes to your information.

2.3. You must use the Username, Password and PIN given to you as a part of the registration process, and any other security device we give you, to access your Online Account and use CU Online and the Online Services. We can reject, revoke, replace or reissue Passwords, Usernames or PINs or restrict your choice of any of them.

2.4. If your Account is held in joint names, each person will be entitled to a separate Online Account, and separate Username, Password and PIN, to access information and affect transactions in respect of your Account.

2.5. We can accept, refuse, or revoke any registration for CU Online, and/or your Online Account, from time to time.

### **3. Security**

3.1. You must keep your PIN, Password and Username, and any other security device we give you, safe and secure. You must not disclose them to any other person and must take all reasonable

precautions to prevent unauthorised or fraudulent use of them or your Online Account. If you think any of them have become known to anyone else, you must tell us immediately.

3.2. You should log off CU Online and your Online Account when finished using CU Online.

3.3. The use of the Internet, by its nature, is not always secure. As a result, while we have reasonable IT security measures in place, we cannot guarantee the security or privacy of communications made over the Internet including any related to CU Online, the Online Services or your Online Account.

3.4. You are responsible for providing all you require to safely and properly access and use CU Online and the Online Services including a computer, an Internet connection and security software.

#### **4. Instructions**

4.1. You are responsible for all instructions given through your Online Account. If your Account is held in joint names, either person may issue instructions in respect of your Account through their own Online Account.

4.2. We can rely on any instruction issued through your Online Account as coming from you. We can rely on any instruction as being an accurate, binding, and final instruction to undertake a particular Online Service, including crediting or debiting an account, or any other action or transaction. You can ask to modify or cancel an instruction, but we do not have to do so. We do not have to check your mandate with us before affecting a transaction.

4.3. You must ensure that all instructions are accurate and complete and, where appropriate, correctly identify the amount and details of the account to which any amount is to be credited or debited or any other details relevant to the transaction.

4.4. There may be a security process which must be followed for certain types of transactions while in other cases there is no security process. We choose whether or not there is one. If there is no security process, we may not (and do not have to) make any further enquiry to authenticate the transaction. Where there is a security process, once this has been completed, we may not (and do not have to) make any further authentication or enquiry.

4.5. If you give us an instruction within our opening hours of 9.30 am to 5.30 pm on a Business Day and, if applicable, by any earlier cut off time for that type of transaction, we treat the instruction as having been made on that Business Day. If you give us an instruction outside our opening hours or after any cut off time which is applicable, we treat the instruction as having been made on the next Business Day starting at 9.30 am.

4.6. We can, though we do not have to, record all communications and instructions from you to us and all messages from us to you. This is so that we can keep an accurate record of your instructions, as well as for quality, regulatory and training purposes.

4.7. You agree not to use the terms of any other agreement between us in relation to your Account to withdraw or contest the validity of any instructions issued through your Online Account.

#### **5. Transactions on the Account**

5.1. You authorise us to accept and act on instructions made through your Online Account and to pay to and from your Account the amounts involved in relation to any transaction or action authenticated by the use of your Online Account and, if applicable, any security process we require you to follow.

5.2. If you have a joint Account, we will act on instructions under either of your Online Accounts, but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your Account.

5.3. All transactions using CU Online are subject to acceptance and verification by us and, where applicable, our security processes. Any record of a transaction generated by your personal computer is for your convenience only and is not binding on us.

5.4. If we have to convert euro into another currency to complete your transaction, the applicable foreign exchange rates will be available to you at the time through CU Online.

5.5. If your instructions or the required information is incomplete, the transaction will not be affected. We are not responsible or liable for any consequence of this. 5.6. All transactions on your Account are subject to the balance on the Account having sufficient cleared and available funds to complete the transaction. You may not create an unauthorised overdraft or exceed an approved limit on your Account.

5.7. You are liable for all debits or other sums due on your Account (including if you breach any of these Terms), even if you instruct us to pay money into the wrong account. If your Account is maintained in joint names, each person in whose name the Account is held is jointly and severally liable for any debits or other sums due on your Account.

5.8. All payments made by us at the debit of any Account are valid and binding upon you and, in the case of your death or incapacity, your estate or legal representative if made prior to the receipt by us of written notice of such death or incapacity.

5.9. We may refuse or fail to affect a transaction if required to do so by law or where otherwise permitted by these Terms.

## **6. Transaction Cut Off Times, Standard Timelines and Financial Limits**

6.1. The cut off times for receipt of instructions for particular types of transactions are available on our website at <http://www.ballinasloecreditunion.ie/>.

6.2. Upon receipt of complete instructions for a transaction, we will affect the transaction instructions within our standard timelines. Our standard timelines are available on our website at <http://www.ballinasloecreditunion.ie/>. We do not control the timing of payment to any destination account – this is controlled by the relevant financial institution at which the destination account is held. Foreign payments may also be subject to other delays outside our control.

6.3. There are maximum amounts which you may transfer or pay during specific periods and in respect of specific types of transactions. These are available on our website at <http://www.ballinasloecreditunion.ie/>. Transactions beyond are prohibited unless we give our prior approval to them, though we do not have to.

6.4. We can change any cut off times, standard timelines, and maximum amounts from time to time in which case any revisions will be published at the same link – we may not give you advance notice of such changes, but they will be available at the relevant link at the time of your instruction.

## **7. Cancelling Direct Debits and Standing Orders**

7.1. If you want to cancel a direct debit or a standing order, you must instruct us to do so at least one full Business Day before the payment is due to be made. If you do not instruct us by then, the payment may be made, and you will be responsible for any consequent debit from your Account.

## **8. Account Information**

8.1. We will make reasonable efforts to ensure the information provided via CU Online is accurate and complete. However, you may not take this information as a conclusive statement of the balance, or any other information, pertaining to your Account. You should contact us directly to receive this information.

8.2. The balance of an Account quoted on CU Online may be the balance at close of the previous Business Day and that the balance may not have been adjusted to include transactions processed since the end of that Business Day.

8.3. We will not pay compensation or damage for any loss or expense incurred as a result of inaccuracies in information provided through CU Online or the Online Services.

## **9. Loans**

9.1 We can make information in relation to applications for loans and the terms on which credit are generally available from us. While you can submit a loan application through CU Online, you must attend in person at our local branch in order to obtain a loan and the specific terms which may apply will be determined at that or a later point.

## **10. Charges**

10.1. We currently do not charge for access to and use of CU Online but may do so in the future. We will notify you in advance before introducing any such charges in accordance with clause 16.

10.2. Some transactions are subject to our standard charges. Our standard charges are available on our website at <http://www.ballinasloecreditunion.ie/>. Any transaction charges will be debited from your Account in order to progress the transaction. We can change these charges from time to time. If we do so, we will follow any applicable legal requirements at that time before introducing them.

## **11. Data Protection**

11.1. The Privacy Statement published on our website from time to time applies to the use and processing of your personal data. You agree that we can provide your personal information to any third party in order to affect any transactions which you have instructed us to undertake, even if the third party is located outside the European Economic Area (which does not have the same standards of data protection as apply within it).

## **12. Termination**

12.1. We may terminate these Terms and/or your Online Account at any time. You may terminate these Terms at any time by terminating your Online Account. In either case, this will not affect your Account or any outstanding liabilities on your Account.

12.2. These Terms do not have a minimum or finite duration and will continue to be binding on both you and us until they are terminated.

12.3. We reserve the right to process or cancel any transactions in progress on termination of these Terms or on suspension or withdrawal of the Online Services or your Online Account.

12.4. We are not responsible for any loss you may incur as a result of any transaction being or not being processed or cancelled as part of the Online Services upon or after termination of these Terms or suspension or withdrawal of the Online Services or your Online Account.

12.5. The termination of these Terms does not affect any accrued rights or liabilities of either party or any provisions of these Terms which are intended to survive or commence after termination.

### **13. Liability**

13.1 We make reasonable efforts to keep CU Online and the Online Services available. However, we do not guarantee that they will be fault-free, error-free, available 100% of the time, free of degradation or free of other problems.

13.2 You are liable to us for any loss, damage or harm suffered or incurred by us as a result of your negligent, deliberate, or reckless breach of these Terms.

13.3 We are not liable to you for (i) any loss of business, income, revenue, or profits; (ii) any loss or corruption of data; (iii) any corruption or damage to equipment; or (iv) any loss or damage which was not foreseeable to both you and us. If we have any liability to you, it is in all cases limited in aggregate to one thousand euro (€1,000) only (except in the case of death or personal injury).

### **14. Confidentiality**

14.1. You must use reasonable endeavours to keep our confidential information safe and secure. We shall use reasonable endeavours to ensure that all your confidential personal data held by us in relation to CU Online and the Online Services is only accessible to us, our agents or contractors and shall be processed or used by them for purposes and in a way compatible with the discharge of our obligation to you under these Terms. However, this is subject to the terms of the Privacy Statement and also does not apply to the extent that any disclosure is required under compulsion of law or pursuant to a direction or request issued by any regulatory or competent authority which we are required to comply with by applicable law.

### **15. Changes to CU Online**

15.1. We may, from time to time, stop providing or change certain or all of the Online Services or CU Online or the way in which you access or use them. We do not have to give you advance notice of any such changes but will notify you of them.

### **16. Changes to the Terms**

16.1. We can amend these Terms at any time by giving at least 28 days advance notice, except where an amendment must be made sooner than that to comply with applicable law. We will post a notice of any amendment either by posting it on our website or through the post or by advertisement published in at least one national daily newspaper.

16.2. If you do not agree to the amendment, you may exercise your right to terminate in accordance with clause 12.1. If you do not do so, you will be deemed to have accepted the variation as of the published effective date of the change.

### **17. Suspension**

17.1. We may suspend or withdraw access to and use of CU Online and the Online Services (in whole or in part) if there is a breakdown, fault, or malfunction of, or connected to, any system or software used in connection with them, or where there is a real or potential security risk or for any other reason whatever we feel justifies doing so. We are not liable to you for any suspension or termination of CU Online or the Online Services.

### **18. Events Beyond our Control**

18.1. We are not in breach of these Terms or liable to you if there is any total or partial failure of performance of any of our duties and obligations resulting from any act or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system, failure of or delay in the transmission of communications, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

## **19. Notices**

19.1. You must send any formal notice under these Terms to us by sending it in writing to our postal address, namely: Ballinasloe Credit Union, Main Street, Ballinasloe, Co Galway.

19.2. We must send any formal notice under these Terms to you by sending it in writing to the postal address for your Account or in the manner otherwise provided for under these Terms.

## **20. Severability**

20.1. If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable, that shall not affect or impair the legality, validity, or enforceability of the remainder of these Terms (including the remainder of a provision where only part of it is or has become illegal, invalid or unenforceable).

## **21. Waiver**

21.1. The exercise by us of any of our rights under these Terms is without prejudice to any of our other rights and remedies. The provisions of these Terms may only be waived by either of us in writing by express reference to the provision in question. No delay, neglect, or forbearance on the part of either of us in enforcing any provision of these Terms is a waiver, or in any way prejudices any right of a us under these Terms. A waiver by either of us of any breach of any of the provisions of these Terms does not constitute a general waiver of such provision or of any subsequent act contrary to it.

## **22. Transfers**

22.1. Your Online Account is personal to you and you may only obtain an Online Account on your own behalf.

22.2. We may assign, transfer, or otherwise dispose of all or any of our rights or obligations under these Terms, in whole or in part, by prior notice to you, provided that in doing so we do not materially prejudice your interests under these Terms.

## **23. Compliance with Law**

23.1 We can take whatever action we consider appropriate to meet our legal obligations anywhere in the world relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. If this results in a delay or failure to affect instructions, we are not liable for any resulting loss, damage or other liability suffered by you or any third party.

## **24. Entire Agreement**

24.1 Subject to clause 1.3, the Terms represents the entire understanding of the parties concerning their subject matter and override and supersede all prior agreements concerning it (whether written, oral, or implied) which are hereby revoked by our mutual consent. Neither of us has relied upon, or has any remedies in respect of, any representations, terms, or conditions except those set out in these Terms. This does not exclude any liability for fraud and/or fraudulent misrepresentations.

## **25. Governing Law**

25.1. The laws of Ireland apply to the Terms (and any matter or dispute arising out of or in connection with them) and the courts of Ireland have jurisdiction in connection with the Terms and all such matters and disputes.

## **26. Definitions and Interpretation**

26.1 The masculine gender includes the feminine and neuter and the singular number include the plural and vice versa and words importing persons include firms or companies. The section headings to the provisions are inserted for convenience of reference only and are not a part of, and do not or affect the construction or interpretation of, the Terms.

### **26.2 The following expressions have the meanings given to them below:**

Account means a euro account maintained by you (whether in sole or joint names) with us. Business Day means a day on which we are open for general business.

CU Online means the online system made available by us through our website for, broadly speaking, approximately 24 hours a day (subject to these Terms) to enable you to access and use the Online Services.

Password means the password number given to you as a part of the registration process for CU Online and which you need to access your Online Account, CU Online and the Online Services.

PIN means the personal identification number given to you as a part of the registration process for CU Online and which you need to access your Online Account, CU Online and the Online Services.

Privacy Statement means the document we call our "Privacy Statement" (or similar) which is published on our website from time to time.

Online Account means the online user account given to you so that you can access and use the Online Services through CU Online and which is accessed in accordance with your PIN, Password and Username - the Online Account is not a credit union financial account but rather is a user account for accessing CU Online.

Online Services means the services which we may provide and make available from CU Online from time to time, at our discretion, to you through your Online Account which may include allowing you to:

(a) access information on an Account, including the balance of, and details of recent transactions on, the Account.

(b) request statements on an Account;

(c) make a funds transfer by debiting your Account and crediting another account designated by you;  
(d) make a bill payment by debiting your Account and crediting another account designated by you;  
(e) apply for information regarding personal loan facilities and apply for loans.

(f) access balance and other statement information in relation to other services we provide to you;  
and/or

(g) provide a means of communicating with us. "Username" means the username for your Online Account which is given to you as a part of the registration process for CU Online and which you need to access your Online Account, CU Online and the Online Services.

Terms means the terms and conditions which are set out in this document, and such other terms and conditions as may be added to or substituted for them from time to time pursuant to these Terms. "we" means [Ballinasloe Credit Union] and cognate terms are construed accordingly.

"Website Terms" means the document we call our "Website Terms" (or similar) which is published on our website from time to time. "you" means you in your capacity as the holder of an Account with us (and includes, as the context admits or requires, any person using your Online Account and/or your personal representatives and successors).