

Terms and Conditions Governing Enniscorthy Credit Union Limited On-line Account Access

Enniscorthy Credit Union Ltd provides services to the Member through Enniscorthy Credit Union Limited On-Line Account Access, subject to the Member's acceptance of the terms and conditions set out below.

Definitions

Words in bold print in this Definitions Clause have the meanings respectively set under them when used in this Agreement and, where the context admits, the singular form shall include the plural form and vice versa.

Account: An account denominated in Euro (whether in sole or joint names) maintained with Enniscorthy Credit Union Ltd and designated by the Member as an account which may be utilised in availing of the On-Line Account Access service.

Member: A person who maintains an Account with Enniscorthy Credit Union Ltd. and to whom a User ID and a PIN is issued.

Agreement: The agreement concluded between Enniscorthy Credit Union Ltd and the Member for the purposes of receiving any of the On-Line Account Access Services through Enniscorthy Credit Union Ltd On-Line Account Access which consists of

- (1) the Registration Process(es);
- (2) these Terms and Conditions;
- (3) the Privacy and Security Policy appearing on the Website from time to time; and
- (4) the Data Protection Notice. In the event of any conflict or ambiguity between any of these documents, then these Terms and Conditions will prevail.

Enniscorthy Credit Union Ltd On-Line Account Access The online system made available by Enniscorthy Credit Union Ltd for approx. 24 hours a day to enable the Member to access and utilise Services via the internet and/or other internet technology-based telecommunication media by accessing the Website.

On-Line Account Access Services: The services which Enniscorthy Credit Union Ltd will supply, at its discretion, to a Member from time to time through Enniscorthy Credit Union Ltd On-Line Account Access which may include (without limitation) allowing a Member to:

- (a) access to information on an Account, including the balance of, and details of recent transactions on, the Account;
- (b) apply for personal loan facilities.

These services will be provided in accordance with Section 2 of the Credit Union Act 1997 (Additional Services Requirements) Regulation 2004.

Business Day: A day on which Enniscorthy Credit Union Ltd is open for general business, "nonbusiness day" shall be construed accordingly.

Credit Union: A credit union for the purposes of the Credit Union Act 1997.

Member Service Adviser: An employee or agent of Enniscorthy Credit Union Ltd authorised to provide assistance to the Member in relation to the Member's use of Enniscorthy Credit Union Ltd On-Line Account Access.

Data Protection Notice: The data protection notice which sets out the terms upon which the Member's personal data received in respect of this Agreement will be gathered and processed, and which is published on the Website, together with any consents the Member has given to Enniscorthy Credit Union Ltd Group regarding use of his/her personal data.

Euro: The single currency of the participating member states of the European Union.

Nominated Account: Such of the Accounts as are designated by the Member for access through the Enniscorthy Credit Union Ltd On-Line Account Access Service.

Non-Business Day Period: Any non-business day or consecutive non business days preceding a Business Day, e.g. Sunday would constitute a Non-Business Day Period where Monday is a Business Day.

Personal Identification Number ("PIN"): The personal identification number, consisting of not more than six digits, allocated to the Member by Enniscorthy Credit Union Ltd for use in conjunction with the User ID or which the Member chooses, with Enniscorthy Credit Union Ltd's consent, through Enniscorthy Credit Union Ltd On-Line Account Access Service.

Privacy and Security Policy: The document called "Privacy and Security Policy" published on the Website from time to time.

Registration Process(es): The process(es) which must be properly and fully completed by an Account Holder applying to Enniscorthy Credit Union Ltd for the provision of On-Line Account Access Services using Enniscorthy Credit Union Ltd On-Line Account Access, including, but not limited to, application forms, online application forms and forms completed by the Member or by a Member Service Adviser on behalf of the Member, or information given to a Member Service Adviser by the Member.

User ID: The User ID allocated by Enniscorthy Credit Union Ltd to the Member in connection with Enniscorthy Credit Union Ltd On-Line Account Access.

Self-Service Facility: The fully automated facility available to the Member in connection with Enniscorthy Credit Union Ltd On-Line Account Access Service which enables the Member to access and utilise the Services attaching to this facility.

SMS Message: A message sent using a short message service to or from telecommunication devices that use global system for mobile (GSM) communication.

Terms and Conditions: The terms and conditions governing the provision of the Enniscorthy Credit Union Ltd On-Line Account Access to the Member, 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 the Agreement.

Website: Any page containing the URL online.Enniscorthycu.ie

Use of Enniscorthy Credit Union Ltd On-Line Account Access

1. Availability and Security

1.1 Enniscorthy Credit Union Ltd On-Line Account Access Services are made available and provided to a Member by Enniscorthy Credit Union Ltd in respect of Accounts in Enniscorthy Credit Union.

1.2 Enniscorthy Credit Union Ltd On-Line Account Access (including the Services delivered through it), the User ID and PIN must be used by the Member strictly in accordance with this Agreement.

1.3 (a) The PIN (if requested) will be provided by Enniscorthy Credit Union Ltd direct to the Member. The Member must not disclose the PIN whether directly or indirectly, to any other person (including, but not limited to, any account aggregation service provider). Should the Member know or think it possible that the User ID or PIN has become known to any other person the Member shall immediately effect a change to the PIN through Enniscorthy Credit Union Ltd.

1.3 (b) The Member shall disconnect and exit Enniscorthy Credit Union Ltd On-Line Account Access Service when not availing of the Services.

2. Equipment

2.1 The equipment necessary for the Member to access Enniscorthy Credit Union Ltd On-Line Account Access Service shall be provided and be maintained by and at the expense of the Member and Enniscorthy Credit Union Ltd may change the requirements for such equipment from time to time.

3. Indemnity

3.1 The Member undertakes to Enniscorthy Credit Union Ltd to comply strictly with this Agreement. The Member acknowledges that his or her compliance with this Agreement is designed to minimise the risk of unauthorised use of Enniscorthy Credit Union Ltd On-Line Account Access Service. The Member agrees to indemnify Enniscorthy Credit Union Ltd in full in respect of any loss or damages which may arise to Enniscorthy Credit Union Ltd, the Member or any third party as a consequence of the Member's non-compliance with this Agreement.

4. Instructions

4.1 Enniscorthy Credit Union Ltd shall be entitled, but not obliged, to record all communications from, or instructions given by, the Member to Enniscorthy Credit Union Ltd, or messages sent by Enniscorthy Credit Union Ltd to the Member through Enniscorthy Credit Union Ltd On-Line Account Access Service.

4.2 Enniscorthy Credit Union Ltd is authorised to provide the Member with account balance information in respect of all accounts currently or at any future time opened in the name of the Member with Enniscorthy Credit Union Ltd

5. Information on Account Balances and Statements

5.1 The Member acknowledges that any Account balance quoted through Enniscorthy Credit Union Ltd On-Line Account Access Service is the balance at the relevant close of business for that Account on the Business Day prior to the day of the quotation and that the balance may not be appropriately adjusted to include any debit or credit (whether paper or electronic (including via SMS Message)) transactions processed or issued since the close of business. The Member accepts that, as the Account balance quoted may contain un-cleared transactions, it may be adjusted in the event of non-payment of any such transactions and may not be fully up to date. This is in line with Sections 1, 2 & 3 of the European Communities (Payment Services) Regulation 2009 (“the Regulations”) Regulation 53 Information Framework Contract. Cut-off and Execution times can be found in Sections 2 & 3 of the Framework Contract. A copy of Regulation 53 Information (“your framework contract”) can be viewed in the downloads section of the website.

5.2 The Member shall carefully examine any account information (including Account statements and balances) received by the Member, or any other information provided by Enniscorthy Credit Union Ltd to the Member, through the On-Line Account Access Service. If you become aware of a transaction on your account that is unauthorised or incorrectly executed, you must tell us without undue delay and, in any event, within thirteen months of that transaction being debited from your account. You will be entitled to rectification from us if that transaction was unauthorised or incorrectly executed. If the transaction was unauthorised, we will refund the amount of it to you and, if necessary, restore your account to the state that it would have been in if the unauthorised transaction had not taken place PROVIDED THAT:

- a) you will bear the loss of an unauthorised transaction on your account, up to a total of €75, if the unauthorised transaction resulted from (a) the use of a lost or stolen payment instrument or (b) your failure to keep the personalised security features of that payment instrument safe;
- b) you will bear all losses relating to an unauthorised transaction on your account if you incurred those losses by acting fraudulently or by failing, intentionally or with a gross lack of reasonable care, to keep the payment instrument and its security features safe, to use it in accordance with any terms that we tell you are applicable to it, and to notify us promptly of it being lost, stolen, misappropriated or used in an unauthorised manner;
- c) you will not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument once you have notified us in accordance with this Regulation 53 Information that it has been lost, stolen or misappropriated.

In the event that no error or omission is reported by the Member within the time specified, Enniscorthy Credit Union Ltd shall be entitled to rely on the conclusiveness of the relevant statement of account as respects further transactions, provided that nothing herein will prevent Enniscorthy Credit Union Ltd or the Member subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

Refunds of direct debits: If a direct debit is taken from your account but:

- (a) your direct debit authorisation did not specify the exact amount of the payment; and
- (b) the amount of the payment exceeded the amount you could reasonably have expected taking into account your previous spending patterns, this Regulation 53 Information and other relevant circumstances; and
- (c) you give us such factual information as we may require; and

- (d) you did not give us consent in advance to the direct debit being taken from your account; and
- (e) neither we nor the beneficiary of the direct debit made information available to you about the transaction at least four weeks before the debit date,

then you may request a refund from us of that direct debit for an eight week period following the debit date. We will then have ten Business Days to refund you, or give you reasons for our refusal to refund you.

6. Termination of the Agreement

6.1 Enniscorthy Credit Union Ltd may terminate the Agreement and withdraw Enniscorthy Credit Union Ltd On-Line Account Access:

- (a) on giving the Member at least 10 Business Days prior written notice;
- (b) immediately upon breach by the Member of any of the terms of this Agreement or where there are serious grounds for doing so and provided the Member is informed by notice in writing as soon as is reasonably possible after termination;
- (c) immediately upon the bankruptcy or other contractual incapacity of the Member;
- (d) if the Member has not accessed Enniscorthy Credit Union Ltd On-Line Account Access in any period of 12 consecutive months;
- (e) if Enniscorthy Credit Union Ltd reasonably believes that any of the On-Line Account Access Services have been used negligently, illegally or fraudulently by the Member, or by a third party as a result of the Member's negligence or recklessness; or

on cessation of membership of Enniscorthy Credit Union Limited as laid down under the Standard Rules for Credit Unions

6.2 This Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated. The Member may terminate the Agreement at any time by giving Enniscorthy Credit Union Ltd not less than 10 Business Days prior written notice to that effect, but without prejudice to the Member's liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

7. Variations of the Agreement

Where Enniscorthy Credit Union Ltd is not required to notify the Member otherwise by law, Enniscorthy Credit Union Ltd may alter the Agreement from time to time. Any such alteration shall become effective and shall be binding upon the Member 14 days after notice of such alteration has been sent to the Member by any of the following means: through the post, by advertisement published in at least one national daily newspaper, by electronic message through Enniscorthy Credit Union Ltd On-Line Account Access Services including by notice on online.Enniscorthycu.ie. The Member shall be entitled, upon receiving notice of any alteration to this Agreement, to immediately terminate the Agreement but without prejudice to any rights or obligations which have arisen prior the termination date, including the Member's liability for any indebtedness on any Account or which has otherwise arisen prior to that termination date.

8. Notices

8.1 Save where expressly provided, any notice required to be given by the Member to Enniscorthy Credit Union Ltd in connection with the subject matter of this Agreement shall be given in writing and sent through the post addressed to Enniscorthy Credit Union Ltd, Abbey Square, Enniscorthy, Co. Wexford

8.2 Save where expressly provided, any notice required to be given by Enniscorthy Credit Union Ltd to the Member in connection with the subject matter of this agreement may be given by any of the following means: through the post, by advertisement published in at least one national daily newspaper or by notice on online. Enniscorthycu.ie.

9. Use of Information and Confidentiality

9.1 Subject to the terms of the Privacy and Security Policy, and except to the extent that such disclosure is required under compulsion of law or pursuant to a direction or request issued by the Central Bank of Ireland or other competent statutory or regulatory authority, Enniscorthy Credit Union Ltd shall ensure that all confidential personal data of a Member held by Enniscorthy Credit Union Ltd in relation to Enniscorthy Credit Union Ltd On-Line Account Access Services shall only be accessible to Enniscorthy Credit Union Ltd, its agents or a company controlled by Enniscorthy Credit Union Ltd and shall be processed or used by them for purposes and in a way compatible with the discharge of Enniscorthy Credit Union Ltd's obligation to the Member under the Agreement.

9.2 The Member shall ensure that all information obtained from Enniscorthy Credit Union Ltd by the Member relating to Enniscorthy Credit Union Ltd's operations, services, software, hardware and/or systems in connection with this Agreement shall be treated by the Member in strictest confidence and shall not be disclosed by the Member to any third party unless it is already in the public domain.

10. Intellectual Property

10.1 The Intellectual Property Rights in all data, information, systems, processes or other material used by or developed by Enniscorthy Credit Union Ltd for the purposes of providing the On-Line Account Access Services or performing its obligations under this Agreement shall, or upon their creation, remain vested in Enniscorthy Credit Union Ltd or its licensors. The Member shall use such material only for the purpose of receiving the On-Line Account Access Services, as contemplated by this Agreement.

10.2 Save where otherwise specified, the Intellectual Property Rights and contents of all the Website are owned by Enniscorthy Credit Union Ltd or its licensors. Reproduction of part or all of the contents of the Website in any form is prohibited without the prior consent of Enniscorthy Credit Union Ltd, other than that a Member may print or download one copy of the contents of the Website for personal non commercial use.

11. Data Protection

Enniscorthy Credit Union Ltd will comply with its obligations under the Data Protection Acts, 1988 and 2003 (as amended from time to time) as regards relevant data in its possession relating to the Member and shall make available for inspection by the Member any information held by Enniscorthy Credit Union Ltd about the Member in accordance with those Acts.

The Privacy and Security Policy published on the Website from time to time shall apply to the use of personal data relating to the Member and shall form part of this Agreement.

12. Temporary Withdrawal of Service

12.1 In the event of a breakdown, fault or malfunction of, or connected to, any system used in connection with Enniscorthy Credit Union Ltd On-Line Account Access Service, or where there is a real or potential security risk, Enniscorthy Credit Union Ltd shall be entitled, without incurring any liability to the Member, to temporarily suspend the relevant On-Line Account Access Services or access to Enniscorthy Credit Union Ltd On-Line Account Access Services for such reasonable period as may be required to remedy, address or resolve the system issue.

12.2 Force Majeure: Enniscorthy Credit Union Ltd shall not be in breach of its obligations under this Agreement if there is any total or partial failure of performance of Enniscorthy Credit Union Ltd's duties and obligations occasioned by 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 SMS Messages via any mobile phone network, 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 Enniscorthy Credit Union Ltd's control.

13. Security, Maintenance and Availability

13.1 The Member accepts that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In consequence Enniscorthy Credit Union Ltd cannot guarantee the privacy or confidentiality of communications via such media although it will put in place security measures to protect these methods of communications.

13.2 From time to time it may be necessary to or desirable for security reasons, maintenance, upgrades or other reasons to:

- (a) make certain or all of the On-Line Account Access Services unavailable to a Member; and/or
- (b) delay implementation of any new Services; and/or
- (c) withdraw, replace or reissue User ID, PINs and/or
- (d) change authentication procedures or processes for accessing Enniscorthy Credit Union Ltd On-Line Account Access and while Enniscorthy Credit Union Ltd will use reasonable endeavours to minimise any inconvenience caused to the Member the Member accepts that these events may occur and that Enniscorthy Credit Union Ltd has no liability to it in the event of this happening. Where Enniscorthy Credit Union Ltd changes authentication procedures for accessing Enniscorthy Credit Union Ltd On-Line Account Access then, notwithstanding Clause 11 Enniscorthy Credit Union Ltd may introduce these procedures by giving instructions to the Member via the Enniscorthy Credit Union Ltd On-Line Account Access system in respect of which such procedures are being introduced.

13.3 The Member acknowledges that the On-Line Account Access Services may not be available during the period from 03.00 to 07.00 hours.

14. Agency

14.1 The Member agrees that he/she has entered into this Agreement for his/her own benefit and not for the benefit of another person, and may not subcontract or assign any of his/her rights or obligations under this Agreement. The Member acknowledges that Enniscorthy Credit Union Ltd enters into this Agreement for itself and as agent for any member of the Enniscorthy Credit Union Ltd Group where that member of the Enniscorthy Credit Union Ltd Group has an agreement with the Member in respect of a product or service to which the On-Line Account Access Services that are provided to the Member apply.

15. Help Desk

The Member may contact Enniscorthy Credit Union Ltd at Enniscorthy Credit Union Ltd on 053 9233835 during normal business hours, in the event that the Member requires urgent assistance in resolving a difficulty encountered in relation to Enniscorthy Credit Union Ltd On-Line Account Access and/or information generally in relation to Enniscorthy Credit Union Ltd On-Line Account Access. (Business hours can be viewed on the Contact Us page of the website)

16. Governing Law

All relations established by Enniscorthy Credit Union Ltd with the Member prior to this Agreement being entered into, and this Agreement, are governed by and will be construed with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with them.

17. Severability

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

18. Waiver

Any waiver by Enniscorthy Credit Union Ltd of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on Enniscorthy Credit Union Ltd's part to exercise or avail of any right, power or privilege that Enniscorthy Credit Union Ltd has or may have, operate as a waiver of any breach or default by the Member.

19. Language

The Agreement and all other documentation which will be provide by Enniscorthy Credit Union Ltd to communicate with the Member throughout the duration of the Agreement will be prepared in the English language, and all communications between Enniscorthy Credit Union Ltd and the Member will also be conducted in the English language.