

Internet Banking Service Terms and Conditions

1. Scope

The terms and conditions in this St Raphael's Garda Credit Union Limited ("**St Raphael's**") Online Conditions document (the "**Conditions**") apply to the use of the St Raphael's Internet Banking Service (the "**Internet Banking Service**") unless otherwise agreed in writing to the contrary. The Conditions apply in addition to the St Raphael's general conditions (the "**General Conditions**") and are deemed to be incorporated into and form part of the General Conditions. In the event of any inconsistency between the General Conditions and the Conditions, the Conditions shall prevail.

2. Use of Service and application of the Conditions

- a) The Internet Banking Service may only be accessed and utilised by members who:
- i. are aged 16 years or over or, if they wish to avail of credit facilities, are aged 18 years or over;
 - ii. have requested registration and complied with St Raphael's registration process;
 - iii. have received from St Raphael's a six-digit Member Number which is unique to that member and which the member will need whenever the member uses the Internet Banking Service;
 - iv. have satisfied any applicable authorisation and/or security requirements;
 - v. have, if they wish to avail of Internet access, created an Internet Password in accordance with the Operating Guide; and
 - vi. have completed any other procedure that St Raphael's asks of the member.
- b) When a member requests registration to use the Internet Banking Service, that member accepts the Conditions from that point in time.
- c) We may in our absolute discretion, without assigning any reason, refuse to accept a request for registration.
- d) The following Conditions govern the use of the Internet Banking Service and each member shall be bound by them.
- e) The member undertakes to comply strictly with the Conditions and the Operating Guide (which are designed to minimise the risk of unauthorised use of the Internet Banking Service).
- f) The Internet Banking Service may be accessed and utilised via such channels as we may from time to time designate. The Internet Banking Service may only be accessed and utilised in accordance with the Operating Guide and these Conditions.

- g) A member may not use the Internet Banking Service unless:
- (i) the account with St Raphael's in respect of which the member wishes to use the Internet Banking Service (the "**Account**") is in the name or joint name of that member; and
 - (ii) the member is the beneficial owner of the money in the Account (this means, for example, that the member does not hold the money on behalf of someone else).
- OR
- (i) the account with St Raphael's in respect of which the member wishes to use the Internet Banking Service (the "**Account**") is in the name of a group/society of which they are a designated officer (this means, a properly authorised mandate, conferring authority on those duly designated to operate the account, has been received); and
 - (ii) the group/society is the beneficial owner of the money in the Account.
- OR
- (i) The individual or individuals (as the case may be) use the Internet Banking Service on behalf of a medically certified mentally incapacitated member where that individual or those individuals (as the case may be) has or have binding authority either through a validly executed power of attorney or appointment by court to act on behalf of that member and a copy of that binding authority has been furnished to St Raphael's".

3. Authority to St Raphael's

- a) You authorise and instruct us to act on all instructions and requests that are received through the Internet Banking Service provided the instructions and requests are made by use of the relevant MEMBER NUMBER and INTERNET LOGON PASSWORD and SECURITY QUESTION(S). You cannot withdraw this permission. Although we may from time to time require other additional means of personal identification, we shall not be obliged to do so and we may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine. The member understands that St Raphael's does not make any more security checks.
- b) You must notify us without undue delay on becoming aware of the loss or theft of the Internet Logon Password or Security Questions.
- c) A support staff member may decline to act on any instruction or request for information received through the Internet Banking Service when providing assistance to a member to access and/or use the Internet Banking Service if the support staff member believes that the Internet Banking Service is being accessed and/or used in an irregular or unauthorised manner but we shall not be liable for any failure on the part of support staff to do so.
- d) Instructions or requests received through the Internet Banking Service will normally be processed automatically. However, if during such processing we believe that the instruction or request is irregular or unauthorised, we may terminate such processing.

- e) We may decline to act on any instruction or request until it has been confirmed in writing and signed by you. We reserve the right to not act on any instruction or request received otherwise than by means of a channel authorised in respect of the Account in question.
- f) You can ask us to cancel or amend an instruction, but we do not have to do so.

4. Obligations of member

- a) The member shall provide and maintain at the member's own expense any Devices needed to access the Internet Banking Service and shall ensure that such Devices satisfy all technical and other requirements specified by us in the Operating Guide.
- b) The member shall keep the Member Number, the Internet Password and any other security device secret. The member must not write down or record any of them in a way that would let someone else use any of them against the member's will.
- c) If the member knows or suspects that his or her Member Number, Internet Password or other security device is known by someone who should not know it, the member must advise St Raphael's immediately.
- d) The member is responsible for disconnecting and clearing any information from any Device used to access the Internet Banking Service before leaving such Devices unattended.
- e) The member shall delete from the memory of any Device any access code(s) that is received. The member should memorise such codes before deleting them from the Device. In the case of the code being forgotten, a new code may be requested from the support team. We shall not be liable for any loss or damage arising out of or in connection with the failure of the member to delete access code(s) from the Device upon receipt of same.
- f) Information received by SMS from us will be stored on the relevant mobile Device until such time as a member deletes the SMS. Accordingly, the member acknowledges that the member is solely responsible for maintaining the confidentiality and security of the Device and any such SMS. We shall have no liability to the member in respect of disclosure of any SMS.
- g) The member shall ensure that all instructions given by the inconsistent instructions (for example, where the receiving bank's Unique Identifier and its name and address details do not match) we shall not be liable for acting or not acting in accordance with any part of those instructions.
- h) The member on the Account(s) accessed and used through the Internet Banking Service will pay all applicable transactional fees and charges from time to time payable for services provided through the Internet Banking Service in accordance with the fees applicable from time to time. All costs incurred by the member in

accessing and utilising the Internet Banking Service including the cost of telephone calls and Internet access shall be at the member's expense.

- i) St Raphael's records the instructions the member gives it through the Internet Banking Service. If there is a dispute between the member and St Raphael's concerning the Internet Banking Service, the member agrees to accept these records as accurate (unless it is clear that St Raphael's has made a mistake).

5. Account balance information

- a) While we currently operate a real-time on-line system, which enables immediate updates to Accounts, the time necessary to complete the processing of instructions and requests may vary depending on whether they can be immediately processed and the nature of the instruction or request. Accordingly the member acknowledges that account balance information given through the Internet Banking Service is as up-to-date as our systems permit at the time of the member's enquiry but it may not reflect transactions that are in hand, but which still have to be processed or verified. For example, it may take account of a cheque which has been lodged to the Account but which has not yet cleared, if that cheque is returned unpaid we will debit the Account with the amount of the cheque. We will not be liable for any loss suffered by reason of any Account balance information not being accurate or up-to-date.
- b) Any loan Account balance provided through the Internet Banking Service may not represent the total amount required to settle that loan Account.

6. Joint accounts

Where an account is a Joint Account and the mandate for that Joint Account allows us to act on instructions given by any one of the Joint Account Holders, then it may be accessed through the Internet Banking Service if any of the Joint Account Holders so consents. If the mandate for the Joint Account allows us to act on instructions given by two or more of the Joint Account Holders, then it may not be accessed through the Internet Banking Service.

7. Fees and charges

We shall be entitled to charge transaction fees and charges to members utilising the Internet Banking Service and from time to time to alter such fees and charges. Full details of all fees and charges from time to time payable by members for utilising the Internet Banking Service are available on request in the banking hall at our head office. We may debit the relevant Account with any fees and charges payable by a member for utilising the Internet Banking Service in respect of that Account.

8. Death or incapacity of a member

Notwithstanding the death or incapacity of a member, we shall be entitled to provide all information requested and execute all instructions given through the Internet Banking

Service with the use of that member's MEMBER NUMBER until we have received actual written notice of such death or incapacity.

9. Normal Conditions continue to apply

The Internet Banking Service is a method of accessing and utilising services provided by us. Accordingly, save to the extent that these Conditions provide otherwise, all mandates relating to the Accounts and all Conditions applicable to the Accounts remain in full force and effect.

In particular:

- i. the member may not use the Internet Banking Service to withdraw funds from an Account without giving the period of notice required by the terms applicable to the Account. Failure to do so may result in a delay in the execution of the instruction or, at our discretion, a charge payable by the member to us;
- ii. the member may not use the Internet Banking Service to create any indebtedness to us or cause any overdraft or other limit to be exceeded unless we have previously agreed that indebtedness or limit. Accordingly, any instruction for any transaction involving a withdrawal from an Account received through the Internet Banking Service will require the member to have sufficient cleared funds in the Account or a sufficient overdraft or other facility available on the Account in order to enable us to complete the instruction.

10. Availability of Service

- a) Although it is our intention that the Internet Banking Service will be available to members 24 hours a day 365 days a year and that Customer Service will be available 9.30am to 4.30pm (Monday to Friday) and 9.30am to 12.30pm (Saturday), excluding bank holidays in Ireland, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within our control or not) some or all of the Services normally available through the Internet Banking Service will not be available. Accordingly, we may from time to time, without incurring any liability to the member, temporarily suspend any or all of the Internet Banking Service for such periods as we shall determine.
- b) We shall, on giving not less than 2 months notice to members, be entitled to terminate permanently the Internet Banking Service or any element thereof.
- c) We may from time to time add to, withdraw, suspend, amend or otherwise alter all or any of the services, which may be accessed and utilised through the Internet Banking Service. Details of the Services available from time to time will be given on the Website. We may amend, supplement or replace the Operating Guide from time to time.

11. Termination

- a) We reserve the right to terminate the entitlement of any member to access and utilise the Internet Banking Service by writing by post, fax or e-mail or telephoning

or sending a communication by any other means (electronic or otherwise) to the member:

- i. at any time subject to giving at least 2 months notice to the member;
 - ii. forthwith on the breach, non-performance or non-observance by the member of any of these Conditions or the Operating Instructions;
 - iii. on closure of any of the Accounts accessed through the Internet Banking Service; or
 - iv. forthwith on the bankruptcy or other contractual incapacity of the member.
- b) The member may terminate the use of the Internet Banking Service at any time by letter to St Raphael's Garda Credit Union Limited giving such instructions.

12. The Website

- a) The member acknowledges that his or her use of the Website is subject to the other legal terms and conditions governing the use of the Website and as posted on the Website from time to time under 'Legal & Disclaimers' and agrees to be bound by same.
- b) The member acknowledges that the use of the Website is subject to the Data Protection and Privacy statements as posted on the Website from time to time under 'Legal & Disclaimers' and agrees to be bound by same.

13. Security Risks

While we have taken all reasonable security precautions, the nature of communication by the Internet and other electronic means is such that we cannot guarantee the privacy or confidentiality of any information relating to the member passing by such methods. In accessing the Website and in availing of the Internet Banking Service, the member accepts that communications may not be free from interference by third parties and may not remain confidential. The use of the Website is at the member's sole risk

14 Variations of these Conditions

- (i) We may at any time amend, supplement or replace these Conditions as a result of changes in our policies, changes in technologies, to cater for new products, to comply with legal, taxation, or regulatory requirements or other circumstances affecting us or the services we offer. Any such amendment, supplement or replacement shall be effective and binding on the member 2 months after notice of such amendment has been notified to the member by notice in writing and/or through our Website and/or by means of another durable medium, or by any other means required or permitted by law. The member may, on receiving such notice, immediately terminate the use of the Internet Banking Service in accordance with Condition 11(b) of these Conditions, once the member has paid St Raphael's any money he or she owes relating to the services or these Conditions.

- (ii) We may remove or change a service or add a new one at any time. We will tell you in advance if we make any of these changes. The amount of notice that we will give you will follow the law and regulations that apply at that time. The member may, on receiving such notice, immediately terminate the use of the Internet Banking Service in accordance with Condition 11(b) of these Conditions, once the member has paid St Raphael's any money he or she owes relating to the services or these Conditions.
- (iii) If you do not ask us to end this contract under Conditions 14(i) or 14(ii), (as the case may be), you are deemed to accept the changes which we tell you about on their effective date.

15 Governing law

These Conditions are governed by the laws of Ireland and for our benefit you submit exclusively to the courts of Ireland with respect to any dispute arising out of or in connection with these Conditions.