

- 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 STCCU in connection with the subject matter of this agreement shall be given in writing and sent through the post addressed to St. Canice's Kilkenny Credit Union, 78 High Street, Kilkenny.
- 8.2 Save where expressly provided, any notice required to be given by STCCU 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.stcanicescu.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, STCCU shall ensure that all confidential personal data of a member held by STCCU in relation to STCCU online and automated telephone account access services shall only be accessible to STCCU, its agents or a company controlled by STCCU and shall be processed or used by them for purposes and in a way compatible with the discharge of STCCU's obligation to the member under the agreement.
- 9.2 The member shall ensure that all information obtained from STCCU by the member relating to STCCU'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 STCCU for the purposes of providing the online and automated telephone account access services or performing its obligations under this agreement shall, or upon their creation, remain vested in STCCU or its licensors. The member shall use such material only for the purpose of receiving the online and automated telephone 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 STCCU or its licensors. Reproduction of part or all of the contents of the website in any form is prohibited without the prior consent of STCCU, 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**
- STCCU 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 STCCU 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 STCCU online and automated telephone account access service, or where there is a real or potential security risk, STCCU shall be entitled, without incurring any liability to the member, to temporarily suspend the relevant online and automated telephone account access services or access to STCCU online and automated telephone account access services for such reasonable period as may be required to remedy, address or resolve the system issue.
- 12.2 Force Majeure: STCCU shall not be in breach of its obligations under this agreement if there is any total or partial failure of performance of STCCU'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 STCCU'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 STCCU 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:
- make certain or all of the online and automated telephone account access services unavailable to a member; and/or
 - delay implementation of any new services; and/or
 - withdraw, replace or reissue User IDs, PINs and/or
 - change authentication procedures or processes for accessing STCCU online and automated telephone account access and while STCCU will use reasonable endeavors to minimise any inconvenience caused to the member the member accepts that these events may occur and that STCCU has no liability to it in the event of this happening. Where STCCU changes authentication procedures for accessing STCCU online and automated telephone account access then, notwithstanding clause 11 STCCU may introduce these procedures by giving instructions to the member via the STCCU online and automated telephone account access system in respect of which such procedures are being introduced.
- 13.3 The member acknowledges that the online and automated telephone 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 STCCU enters into this agreement for itself and as agent for any member of the STCCU Group where that member of the STCCU Group has an agreement with the member in respect of a product or service to which the online and automated telephone account access services that are provided to the member apply.
- 15. Help Desk**
- The member may contact STCCU at STCCU on (056) 7722042 during normal business hours, in the event that the member requires urgent assistance in resolving a difficulty encountered in relation to STCCU online and automated telephone account access and/or information generally in relation to STCCU online and automated telephone account access.
(Business hours can be viewed on the Contact Us page of the website)
- 16. Governing Law**
- All relations established by STCCU 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 STCCU 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 STCCU's part to exercise or avail of any right, power or privilege that STCCU 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 STCCU to communicate with the member throughout the duration of the agreement will be prepared in the English language, and all communications between STCCU and the member will also be conducted in the English language.

St. Canice's Kilkenny Credit Union Limited
78 High Street & MacDonagh Junction Shopping Centre,
Kilkenny.

Tel: 056 7722042 Fax: 056 7764811

Website: www.stcanicescu.ie

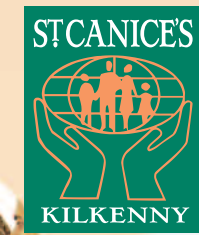
Email: info@stcanicescu.ie

Opening Hours – High Street

Monday	9.45 am	-	5.00 pm
Tuesday	10.30 am	-	5.00 pm
Wednesday	9.45 am	-	5.00 pm
Thursday	9.45 am	-	5.00 pm
Friday	9.45 am	-	5.00 pm
Saturday	9.45 am	-	5.00 pm

Opening Hours – MacDonagh Junction

Wednesday	2.00 pm	-	5.00 pm
Thursday	9.45 am	-	8.00 pm
Friday	9.45 am	-	8.00 pm
Saturday	9.45 am	-	12.45 pm



**St. Canice's Kilkenny
Credit Union Limited**

Introducing its new Internet & Automated
Telephone Account Access Service

REQUEST TO ACTIVATE ONLINE & AUTOMATED TELEPHONE ACCOUNT ACCESS SERVICES

Account Number:

Member Name:

Mobile Number:

Email:

Date of Birth:

Member Name:

Mobile Number:

Email:

Date of Birth:

Account Address:

I/we hereby confirm that I/we am/are the person/s named above. I/we further confirm that I/we wish to avail of the St. Canice's Kilkenny Credit Union Limited's online and automated telephone account access services.

I/we now request that you activate my/our online account access services on the St. Canice's Kilkenny Credit Union website and my/our automated telephone account access, using this form as your authority to do so.

I/we confirm that I/we have read and understand the terms and conditions of use governing St. Canice's Kilkenny Credit Union Limited's online account access services and automated telephone account access. I/we understand that a paper copy of the terms and conditions are available on request at the office of St. Canice's Kilkenny Credit Union and the conditions of use are also available on the St. Canice's Kilkenny Credit Union Limited website.

I/we confirm that I/we have been instructed that I/we must never disclose my/our online access or automated telephone access password or PIN* (as defined in the terms and conditions of use of the St. Canice's Kilkenny Credit Union online and automated telephone account access service) to a third party. I/we further confirm that I/we have also been advised that St. Canice's Kilkenny Credit Union Limited will never request my/our password or PIN from me/us.

(*PIN – Personal Identification Number)

I/we consent to St. Canice's Kilkenny Credit Union informing me/us of goods or services that may be of interest to me/us by email or text message

Member Signature:

Member Signature:

Witnessed By:
Must Be A Staff Member

Date:

For Office Use Only

Photo Identification Yes No Address Verification Yes No
Mobile Number Verification: Yes No Activation Approved Yes No

Signed: Date:

Terms and Conditions Governing St. Canice's Kilkenny Credit Union Limited's Online & Automated Telephone Access Service

St. Canice's Kilkenny Credit Union Limited (hereafter referred to as STCCU) provides services to the member through STCCU online and automated telephone account access service 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 STCCU and designated by the member as an account which may be utilised in availing of the online and automated telephone account access service.

Member

A person who maintains an account with STCCU and to whom a User ID and a PIN is issued

Agreement

The agreement concluded between STCCU and the member for the purposes of receiving any of the online and automated telephone account access services through STCCU online and automated telephone 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.

STCCU Online & Automated Telephone Account Access

The online and automated telephone system made available by STCCU 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 or the automated telephone system.

Online & Automated Telephone Account Access Services

The services which STCCU will supply, at its discretion, to a member from time to time through STCCU online and automated telephone account access which may include (without limitation) allowing a member to: (a) access information on an account, including the balance of, and details of recent transactions on, the account; (b) apply for personal loan facilities and (c) make account enquiries.

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 STCCU is open for general business, "non business 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 STCCU authorised to provide assistance to the member in relation to the member's use of STCCU online and automated telephone 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 STCCU 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 STCCU online and automated telephone 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 STCCU for use in conjunction with the User ID or which the member chooses, with STCCU's consent, through STCCU online and automated telephone 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 STCCU for the provision of online and automated telephone access services using STCCU

online and automated telephone 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 STCCU to the member in connection with STCCU online account access.

Self-Service Facility

The fully automated facility available to the member in connection with STCCU online and automated telephone 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 STCCU online and automated telephone 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.stcanicescu.ie

Use of St. Canice's Kilkenny Credit Union Limited Online & Automated Telephone Account Access

- Availability & Security**
 - STCCU online & automated telephone account access services are made available and provided to a member by STCCU in respect of accounts in STCCU.
 - STCCU online and automated telephone 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.
 - (a) The PIN (if requested) will be provided by STCCU 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 STCCU.
(b) The member shall disconnect and exit STCCU online and automated telephone account access service when not availing of the services.
- Equipment**
 - The equipment necessary for the member to access STCCU online and automated telephone account access service shall be provided and be maintained by and at the expense of the member and STCCU may change the requirements for such equipment from time to time.
- Indemnity**
 - The member undertakes to STCCU 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 STCCU online and automated telephone account access service. The member agrees to indemnify STCCU in full in respect of any loss or damages which may arise to STCCU, the member or any third party as a consequence of the member's non-compliance with this agreement.
- Instructions**
 - STCCU shall be entitled, but not obliged, to record all communications from, or instructions given by, the member to STCCU, or messages sent by STCCU to the member through STCCU online and automated telephone account access service.
 - STCCU 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 STCCU.
- Information on Account Balances and Statements**
 - The member acknowledges that any account balance quoted through STCCU online and automated 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 uncleared 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 founds in Sections 2 & 3 of the Framework Contract.

- The Member shall carefully examine any account information (including account statements and balances) received by the member, or any other information provided by STCCU to the member, through the online and automated telephone account access service. If the member becomes aware of a transaction on their account that is unauthorised or incorrectly executed, the member must tell STCCU without undue delay and, in any event, within thirteen months of that transaction being debited from their account. The member will be entitled to rectification from STCCU if that transaction was unauthorised or incorrectly executed. If the transaction was unauthorised, STCCU will refund the amount of it to the member and, if necessary, restore the member's account to the state that it would have been in if the unauthorised transaction had not taken place
PROVIDED THAT:
 - the member will bear the loss of an unauthorised transaction on their 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) the member's failure to keep the personalised security features of that payment instrument safe;
 - the member will bear all losses relating to an unauthorised transaction on their account if they 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 STCCU tell the member are applicable to it, and to notify STCCU promptly of it being lost, stolen, misappropriated or used in an unauthorised manner; the member will not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument once they have notified STCCU 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, STCCU shall be entitled to rely on the conclusiveness of the relevant statement of account as respects further transactions, provided that nothing herein will prevent STCCU 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.
- Termination of the Agreement**
 - STCCU may terminate the agreement and withdraw STCCU online and automated telephone account access:
 - on giving the member at least 10 business days prior written notice;
 - 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;
 - immediately upon the bankruptcy or other contractual incapacity of the member;
 - if the member has not accessed STCCU online and automated telephone account access in any period of 12 consecutive months; or
 - if STCCU reasonably believes that any of the online and automated telephone 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 STCCU as laid down under the Standard Rules for Credit Unions.
 - 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 STCCU 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.
- Variations of the Agreement**

Where STCCU is not required to notify the member otherwise by law, STCCU 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 STCCU online account access services including by notice on online.stcanicescu.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