

## CU247 Terms & Conditions of Use

**Please read these Online Terms & Conditions carefully. They govern your access, use of and any transactions undertaken by you via CU247 Online and CU247 Mobile, whether via our website, App and/or In-Branch Terminals.**

### **DEFINITIONS**

#### **“Account”**

An account denominated in Euro (whether in sole or joint names) maintained with Kanturk Credit Union Ltd. and designated by the Member as an account of which we provide the services.

#### **“BIC”**

Means the Bank Identifier Code, which is used to identify banks internationally. It can also be referred to as the SWIFT code.

#### **“CU247 Mobile”**

Means the mobile application which is downloaded onto a mobile device, to facilitate financial transactions between the member and the credit union.

#### **“CU247 Online”**

Means the application which is accessed via a web portal on a computer/electronic device to facilitate financial transactions between the member and the credit union.

#### **“Cut-off Time”**

Means the latest time in any working day we can process an instruction

#### **“IBAN”**

Means the International Bank Account Number. The IBAN identifies the country, branch and account number of any account.

#### **“Instruction”**

Any instruction you give us to pay money from your account or to carry out another service.

#### **“Member”**

Means the credit Union member/end user

#### **“Mobile Banking”**

The online system which allows you, the member, to access and use some services using the Kanturk Credit Union Ltd. Application on your mobile device

#### **“Mobile Device”**

Means a communications device capable of allowing access to the Services using the Kanturk Credit Union application

#### **“Pin”**

Is the 6-digit personal identification number which we will issue to you, which you will require in addition to your User ID and another security question, to access the online account services.

#### **“PSR”**

The European Communities (Payment Services) Regulations 2009. A PSR payment is a payment in Euro or any other European Economic Area country currency, where the payment service provider(s) of both the payer and the payee are in the EEA

#### **“Registration Process(es)”**

The process(es) which must be properly and fully completed by a Member applying to Kanturk Credit Union Ltd. for the provision of On-Line Account Services using Kanturk Credit Union Ltd. On-Line Account Access, including, but not limited to, application forms, online application forms and such other forms Kanturk Credit Union Ltd may from time to time require to be completed by the Member or by a member of credit union staff on their behalf.

## CU247 Terms & Conditions of Use

### **“Security Question”**

A security measure which you must satisfy in addition to your User ID and PIN to access the online account services.

### **“Security Code”**

Means a one-off activation number which we will give you to authorise certain requests.

### **“SEPA”**

Means Single European Payments Area, a European Banking initiative which aims to create one single standardised payments system in Europe and includes the member countries of the SEPA ZONE i.e. EU member states, 3 European Economic Area (EEA) countries (Iceland, Liechtenstein and Norway), Switzerland and Monaco.

“Services” The services which Kanturk Credit Union Ltd. will supply, at its discretion, to a Member from time to time through Kanturk Credit Union Ltd. CU247 Mobile and/ or CU247 which may include (without limitation) services allowing a member 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) Inter account transfer of funds across your CU accounts;
- d) transfer funds to any designated SEPA accounts
- e) make a bill payment;
- f) access quotes for personal loan facilities;
- g) set up Standing orders

### **“Kanturk Credit Union APP”**

Our application which can be downloaded and which allows access to mobile banking or tablet banking services.

### **“SMS Message”**

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

### **“Tablet Banking”**

Means the online system which allows you, the member, to access and Kanturk Credit Union App on your tablet device.

### **“User ID”**

Is the unique User Identification Code which we will issue to you, which you will require in addition to your Pin and another security question, to access the online account services.

### **“We, Our”**

Means Kanturk Credit Union Limited.

### **“Working day”**

means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday or Bank holiday; a non-working day means any other day.

### **“You” and “Yours”**

Means the person or persons in whose names(s) the account is held i.e. the member.

## CU247 Terms & Conditions of Use

### 1. **Accessing the Online Services:**

To access and use these online services, the following criteria must be satisfied:

- The account is in your name, either singularly or jointly and is of a personal nature. Kanturk Credit Union Ltd may at their sole discretion deny all access to online services to user that are not natural persons.
- You are the beneficial owner of the money in the account.
- You have registered for online access via our registration process and we are satisfied with your registration including but not limited to ensuring that our obligations, as required under the Criminal Justice and Counter Terrorist Financing Act 2010 as amended, are met. We may require you (both in relation to a joint account) to provide proof of identification and address verification to satisfy this obligation.
- You must be over 16 years of age.

### 2. **Security Procedures:**

- Upon registering, we will provide you with a Web User Identification code, unique to you which you will require to access the services. Never disclose this User ID to anyone.
- We will then issue you a PIN code, which you also need to access the services, again you must not disclose this PIN to anyone.
- We may ask you to answer security questions before allowing you to use the online services.
- You must keep your User ID, PIN and security question a secret. Do not write them down or record them in any way that would allow someone to use them against your will.
- If you suspect or know that someone has gained access to your login details, you must inform us immediately by calling 029-50276 or emailing [info@Kanturkcu.ie](mailto:info@Kanturkcu.ie). We only act on this notification during our business hours. We accept no liability if you have compromised the security of access to your CU247. **Should a third party obtain the details of the Members Access Code, inadvertently or otherwise, the Member must change the access code as soon as they become aware of the breach.**
- Please note that after initial registration, we will never contact you, or ask anyone to do so, on our behalf, with a request to disclose your User ID or PIN. If you receive any such request, then it is likely to be fraudulent and you must not supply this information to them under any circumstances. You should report any such request to us immediately.
- You, the member, will be responsible for any instructions given by you or anyone acting with your authority while logged into the Online system. You must ensure that you log off and exit Kanturk Credit Union Ltd Online when you are finished.
- You, the member, should ensure that you only access the online facilities on a suitable browser with up-to-date security software.
- 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 CU247, the Online Services or your Online Account.

### 3. **Acting on your Instructions:**

- 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.
- 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 don't have to do so. We do not have to check your mandate with us before affecting a transaction.

## CU247 Terms & Conditions of Use

- 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.
- If you give us an instruction within our opening hours 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.
- You agree that all instructions other than payments with a future date, are subject to our cut-off times (as detailed in our PSD Regulation 53 information which is available on our website).
- The member accepts that all transactions on an Account are subject to the account balance being available and transactions on an account with uncleared funds of any nature may not be processed until such time as the balance is cleared and available.
- The member accepts transfers of funds are subject to daily monetary limits, which can be changed at any time without notice in accordance with law.
- Kanturk Credit Union Ltd shall be entitled, but not obliged, to record all communications from, or instructions given by the Member to the Credit Union or messages sent by the CU to the member through the CU247.

#### 4. **Joint & Several Liability:**

- If the account is held jointly by two members, both members can register to use CU247 Each party must register and apply for their own unique User ID, PIN and other security detail separately.
- Where the Members Account is maintained in joint names the liability of the Account holders shall be joint and several.

#### 5. **Account Balances / Statements:**

- Kanturk Credit Union Ltd Online access service will provide members who use the service with their “available” balance on the day of access. This balance may exclude any uncleared funds, and therefore may not show an accurate balance. Members should request a statement online or by contacting the office to ascertain their correct balance.
- By agreeing to the terms and conditions of CU247 Online Banking and Mobile app, you agree to receive paperless statements. If for any reason you require a paper statement, you can request this through our online banking or mobile app.

#### 6. **Direct Debits:**

- All direct debit payments will be processed in accordance with the relevant SEPA direct debit scheme rules.

#### 7. **Charges:**

- We currently do not charge for access to and use of CU247 but may do so in the future. We will notify you in advance before introducing any such charges in accordance with laws and regulations at the time.
- By using this service, you the member, understand and accept that your mobile operator may charge you for accessing our CU24<sup>7</sup> online service on their network. These charges are applied by your network operator and are beyond our control.
- We may change our fees and charges at any time but we will inform you with the appropriate level of notice (based on laws and regulations at the time) before we do.

## CU247 Terms & Conditions of Use

### 8. **Acceptance of, and changes to Terms & Conditions:**

- By completing the registration process you are deemed to have accepted these Terms & Conditions.
- We may add to or amend these terms and conditions at any time, subject to adhering to notification requirements set out in law.
- We may introduce or amend a service or withdraw one at any time, subject to adhering to notification requirements set out in law.
- We will inform you in advance if we make any of these changes and the form and amount of notice will follow the laws and regulations applying at the time. It is a term of use of these online services that you keep familiar with the terms and conditions of use as we may amend these without notice to you.
- If you do not wish to accept an amendment to these terms and conditions, you may exercise your right to end your use of CU247 by informing Kanturk Credit Union, in writing that you no longer wish to use the CU247. If you do not instruct us, in writing, that you wish to end your use of CU247, you will be deemed to have accepted the variation as of the published effective date of the change.
- We reserve the right to change rules concerning our services at any time and without giving advance notice e.g. changes to limits on transaction amounts etc.

### 9. **Availability of Services:**

- Kanturk Credit Union Ltd will strive to provide 24/7 availability of service to members, however, this may not always be possible due to circumstances outside of our control.
- From time to time, essential maintenance may have to be carried out on the site meaning the service maybe temporarily unavailable. We endeavour to inform you when maintenance is scheduled.
- Kanturk Credit Union Ltd will not be liable to you or anyone else for any loss or expense incurred if the services are not available or are not working properly as set out in section 8 above.

### 10. **Ending this Agreement:**

- You may choose to end your use of the CU247 at any time, by writing to us with that express instruction.
- Kanturk Credit Union Ltd may end this agreement by giving three months' notice or immediately if:
  - We suspect or have been informed they may be fraudulent activity on your account.
  - We are required to do so by direction from the courts or any regulatory body we have a duty to obey.
  - If you are declared bankrupt / insolvent
  - You have breached these terms and conditions
  - You are no longer a member e.g. on your death

We do not have to inform you if we stop the services for any of the above reasons.

### 11. **Making a Complaint:**

- Kanturk Credit Union Ltd strives to achieve excellence in all areas of member service. However, if we do not live up to this and you, the member, wish to make a complaint, the following outlines the complaints process:

Please detail your complaint in writing, addressing your complaint to:

**The Complaints Officer, Kanturk Credit Union Limited, Strand Street, Kanturk, Co. Cork.**

If we have not resolved your complaint within five working days, we will acknowledge it in writing. If the complaint is not resolved within twenty working days, we will give you a written update. If, after a further twenty workings, we still haven't resolved your complaint, we will write to you again outlining the reasons for the delay and an indication of when we expect to have the complaint resolved. When we have completed our investigation, we will write to you with the outcome.