



Terms and Conditions of Use - CU24⁷ Mobile

Definitions of Terms used:

“Account”

An account denominated in Euro (whether in sole or joint names) maintained with Donegal Town 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 Donegal Town Credit Union Ltd. App on your mobile device

“Mobile Device”

Means a communications device capable of allowing access to the Services using the Donegal Town Credit Union App

“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 Donegal Town Credit Union Ltd. for the provision of On-Line Account Services using Donegal Town Credit Union Ltd. On-Line Account Access, including, but not limited to, application forms, online application forms and such other forms Donegal Town Credit Union Ltd may from time to time require to be completed by the Member or by a member service official on their behalf.

“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.



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“Services”

The services which Donegal Town Credit Union Ltd will supply, at its discretion, to a Member from time to time through Donegal Town Credit Union 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

“Donegal Town 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 use some services using the Donegal Town 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 the company of Donegal Town Credit Union Ltd (DTCU).

“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

1.0 Accessing the Online Access Services

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

- 1.1** The Account is in your name either singularly or jointly and is of a personal nature. Donegal Town Credit Union Ltd. may at their sole discretion deny all access to online services by users that are not natural persons.
- 1.1** You are the beneficial owner of the money in the account
- 1.2** 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 of you in relation to a joint account) to provide proof of Identification and address verification to satisfy this obligation
- 1.3** You must be over 16 years of age

2.0 Security Procedures

- 2.1** We will provide you with a User Identification Code (User ID) unique to you which will be required to access the services. If we ask you for this code you must give it to us.
- 2.2** We will provide you with a PIN code unique to you. You will need this to access the services
- 2.3** We may ask you to answer security questions before allowing you to use the services.
- 2.4** You must keep the User ID, PIN Code and details of any security questions a secret. You must not write them down or record them in any way that would let someone else use them against your will.
- 2.5** If you know or suspect that any or all of your User ID, Pin and other security question details are known by someone who should not have this information, you must inform us immediately, by contacting us by phone on 074 9721293 or by email at office@donegaltowncreditunion.com. We will only act on this notification during days on which we are open for business. We accept no liability if you have compromised the security of



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access to your CU247. **Should a third party obtain the details of the Member's Access Code inadvertently or otherwise the Member as soon as he or she becomes aware of the breach must change the Access Code.**

2.6 Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so, on our behalf, with a request to disclose your full PIN. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your PIN to them in any circumstances. You, the Member should report any such requests to us immediately.

2.7 You, the member, will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from the On-line Account Access Service. You, the member, shall disconnect and exit Donegal Town Credit Union Ltd. On-Line Account Access Service when not availing of the Services.

2.8 You, the member, must maintain suitable equipment to enable you use our online banking services i.e. computer/mobile device/tablet device with suitable browser and up to date security software.

2.9 You, 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 Donegal Town Credit Union Ltd. cannot guarantee the privacy or confidentiality of communications via such media, although it will put in place reasonable security measures to protect these methods of communications. If you use our online banking service you are deemed to have acknowledged and accepted these risks.

3.0 Acting on your instructions

3.1 You, the member, allow us to act on any instruction you give us or which appears to be given by you, submitted through our online banking service. You cannot withdraw this permission.

3.2 Once an instruction is received through the required authentication process i.e. with the use of some or all of your unique security details, you agree that we can act on it. You acknowledge and understand that we do not make any more security checks.

3.3 We are only able to act on any instruction when we receive them. You understand and agree that there may be a time delay between the time you instruct online and the time we receive that instruction and we will not take responsibility for that.

3.4 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 available on our website)

<http://www.donegaltowncreditunion.com/other-services/payment-services-regulations/> and are taken to be for immediate processing and are irrevocable. Without prejudice to any right of recall, instruction relating to payments that are future dated are deemed irrevocable at midnight on the working day before to the working day that payment is due to be processed.

3.5 The Member accepts that all transactions on an Account of any nature are subject to the Account balance being available, and transaction(s) on an account with uncleared funds of any nature may not be processed until such times as the balance is cleared and available. We may not process an instruction if you have insufficient available funds in your account. We will not be liable for any expense or loss that this may cause.

3.6 The member accepts transfers of funds are subject to daily monetary limits, which can be changed at any time without notice. (see para 8.6)

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

3.8 The Member shall ensure that all instructions given by the Member to Donegal Town Credit Union Ltd through Donegal Town Credit Union On-Line Account Access Services are accurate and complete, and that where appropriate, you, the member, correctly identifies the Account and Balance Name to which any amount is to be credited or debited. In particular, prior to confirming any instruction to Donegal Town Credit Union Ltd, the Member shall ensure that an instruction which is relayed back to the Member confirming the instruction that the Member sent through our On-Line Account Access is the instruction which the Member intends to give. We are entitled to rely on any instruction from the Member using our On-Line Account Access, and, for the avoidance of doubt, the processing by Donegal Town Credit Union Ltd. of any such confirmed instruction shall be final and binding on the Member.



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4.0 Joint & Several Liability

4.1 If the account is held jointly by two members, both members can register to use the online account access services. Each party must register and apply for their own unique Pin, User ID and other security detail separately.

4.2 Where the Members' Account is maintained in joint names the liability of the Account Holders shall be joint and several.

5.0 Account Balances/Statements

5.1 Donegal Town Credit Union 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.

5.2 By agreeing to the terms and condition of Online Banking, you agree to receive paperless statements. If you require a paper statement, you can request this through our online banking/mobile app.

6.0 Direct Debits

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

7.0 Charges

7.1 We reserve the right to charge for this service, if we do, we will inform you with the appropriate level of notice (based on laws and regulations at the time) before we introduce them.

7.2 By using this service, you the member, understand and accept that your mobile operator may charge you for accessing our online access account services on their network. These charges are applied by your network operator and are beyond our control.

7.3 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.

8.0 Acceptance of, and changes to, these terms & Conditions

8.1 By completing the registration process, you are deemed to have accepted these Terms & Conditions

8.2 We may add to or amend these terms and conditions at any time

8.3 We may introduce or amend a service or withdraw one at any time

8.4 We will inform you in advance if we make any of these changes and the 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.

8.5 If you do not wish to accept changes to the terms & conditions you may end your use of CU24⁷ Mobile and/or CU24⁷ Online by informing Donegal Town Credit Union Ltd. in writing that you no longer wish to use the services. If we do not receive this instruction in writing you are deemed to have accepted the changes.

8.6 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.

9.0 Availability of Services:

9.1 Donegal Town Credit Union Ltd. will strive to provide 24/7 availability of service to members however this may not always be possible because of circumstances outside our control e.g. Issues with or failure of electricity, internet, phones/other equipment (including networks/software), telecommunications, Acts of God etc.

9.2 The services may also not be available during essential maintenance however we will endeavour to inform you where the maintenance is scheduled.

9.3 Donegal Town 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 not working properly as set out in 9.1 and 9.2 above.



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10.0 Ending this agreement

10.1 You may choose to end your use of the CU24⁷ Mobile and/ or CU24⁷ services at any time by writing to us with that express instruction provided any monies owing to Donegal Town Credit Union in relation to use of the services are paid in full.

10.2 Donegal Town Credit Union Ltd. may end this agreement by giving you 3 month's notice, or immediately if:

- We suspect or have been informed there 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. We are not liable to anyone for stopping services for any of the above reasons. We will inform you as to how you can avail of these services again if applicable.

11.0: Data Protection

11.1:The Credit Union and third parties carefully selected by the Credit Union, may only contact you informing you of services that may be of interest to you by email, text message or fax where you have provided your specific consent.

We process information about you in accordance with Data Protection and GDPR legislation. By downloading or installing our CU Application (CU 247), you consent to such processing and you can confirm that all data provided by you is accurate and up to date. Please refer to our Privacy Notice which is available on our website <http://www.donegaltowncreditunion.com/privacy-statement/> and in our office.

12.0 Making a Complaint:

12.1 Donegal Town 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, Donegal Town Credit Union Ltd., Millers Hill, Donegal Town, Co Donegal.

If we have not resolved your complaint within 5 working days, we will acknowledge it in writing. If the complaint is not resolved within 20 working days, we will give you a written update. If, after a further 20 working days we still have not 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(s).

If you are not satisfied with how we have dealt with your complaint, you may refer it to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

LoCall:1890 88 20 90, Telephone: 01 6620899, Fax:01 6620890,

Email: enquiries@financialombudsman.ie

www.financialombudsman.ie

13.0 Jurisdiction:

13.1 These terms and conditions and any matter arising from the services are governed by the laws of the republic of Ireland and the courts of the republic of Ireland will have exclusive jurisdiction over them. If any provisions (or part of a provision) included in these terms and conditions is deemed void or unenforceable at law, then such provision shall be severed and the remainder of the agreement shall continue in full force and effect.