

ONLINE BANKING APPLICATION FORM



APPLICATION DETAILS

Please complete your details below and return this application form in person to Kilrush Credit Union (KCU), Kilrush, Co. Clare.

First Name:
Surname:
Date of Birth:
Address:
Tel Home:
Mobile: (08)
Credit Union Member Number:

I wish to apply for online banking with Kilrush Credit Union which will be used to access my accounts held with Kilrush Credit Union.

I acknowledge that I have received, read and understood the terms and conditions of use included in the leaflet (version 1) and agree to be bound by them.

Date:
Signature:

ONLINE BANKING - TERMS AND CONDITIONS VERSION 1 (OCTOBER 2021)

Please read these Terms carefully. They govern your access, use of and any transactions undertaken by you via Online banking.

1. THESE TERMS

1.1. Online banking is only made available to you in respect of the Accounts you have with us.

1.2. We provide and make available, and you use and access, Online banking subject to these Terms. By ticking the "I accept" box in respect of these Terms (or fulfilling another form of process designated by us), you confirm your complete acceptance of and agreement to these Terms.

1.3. These Terms are separate and supplemental to any other agreement between you and us in relation, for instance, to (i) any of your Accounts with us; (ii) any loan taken out by you from us; and (iii) our Website Terms; and (iv) our Privacy Statement, all of which you are also bound by where applicable. Your access and use of Online banking is always subject to these Terms, which take precedence in respect of your access and use of Online banking if they conflict or are inconsistent with any other agreement between us in such respect.

1.4. None of these Terms will be interpreted to deprive you of your statutory rights you have under mandatory Irish law.

2. YOUR ONLINE ACCOUNT

2.1. To access and use Online banking, you must:

- have an Account with us;
- have successfully registered for Online banking;
- be 18 years of age or older;
- complete any other procedure we require - we can, for instance, require you to follow a procedure to register and use a particular Online Service.

2.2. You must provide accurate and complete information when registering with us. It is your responsibility to update your Online Account with any changes to your information.

2.3. You must use the PIN given to you as a part of the registration process, and any other security device we give you, to access your Online banking. We can reject, revoke, replace or reissue PINs or restrict your use of any of them.

2.4. We can accept, refuse or revoke any registration for CU Online, and/or your Online Account, from time to time.

3. SECURITY

3.1. You must keep your PIN and any other security device we give you, safe and secure. You must not disclose them to any other person and must take all reasonable precautions to prevent unauthorised or fraudulent use of them or your Online Account. If you think any of them have become known to anyone else, you must tell us immediately.

3.2. You should log off your Online banking when finished using your Online services.

3.3. The use of the Internet, by its nature, is not always secure. As a result, while we take security very seriously and have reasonable IT security measures in place, we cannot guarantee the security or privacy of communications made over the Internet including any related to your Online banking.

3.4. You are responsible for providing all you require to safely and properly access and use of Online banking including a computer, an Internet connection and security software.

4. INSTRUCTIONS

4.1. 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 effecting a transaction.

4.2. 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.

4.3. There may be a security process which must be followed for certain types of transactions while in other cases there is no security process. We choose whether or not there is one. If there is no security process, we may not (and don't have to) make any further enquiry to authenticate the transaction. Where there is a security process, once this has been completed we may not (and don't have to) make any further authentication or enquiry.

4.4. If you give us an instruction within our opening hours, (see opening hours on our website) on a Business Day and, if applicable, by an 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.

4.5. We can, though we don't have to, record all communications and instructions from you to us and all messages from us to you. This is so that we can keep an accurate record of your instructions, as well as for quality, regulatory and training purposes.

4.6. You agree not to use the terms of any other agreement between us in relation to your Account to withdraw or contest the validity of any instructions issued through your Online banking.

4.7. You, the member, authorises and instructs KCU to act on all instructions and requests that are received through the website provided the instructions and requests are made by use of the relevant PIN number. KCU may however from time to time require other additional means of personal identification although it shall not be obliged to do so and it may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.

4.8. KCU may decline to act on any instruction or request for information received through the website when providing assistance to a member if KCU believes that the Service is being accessed and/or used in an irregular or unauthorised manner. KCU shall not be liable for any failure on the part of KCU to do so.

4.9. KCU is not obliged to cancel or amend any instruction or request that is received from a member. KCU shall use reasonable efforts to act on a request of a member for cancellation or amendment prior to execution of the request or instruction but shall have no liability if it does not do so.

4.10. KCU may decline to act on any instruction or request until it has been confirmed in writing and signed by a member. KCU reserves the right to not act on any instruction or request received otherwise than by means of a written application to KCU.

4.11. A member may not use the website or Services to create any indebtedness to KCU or cause any overdraft or other limit to be exceeded unless KCU has previously agreed that indebtedness or limit. Any

instruction for an account transfer or other transaction involving a withdrawal from an account received through the Services will require the member to have sufficient cleared funds in the account or other limit available on the account in order to enable KCU to complete the instruction.

4.12. All correspondence and cheque issues to members shall only be sent to a member's registered postal address and shall not be sent to any other address unless specifically requested and approved by KCU.

4.13. KCU reserves the right to contact any member by telephone or by any other reasonable means of communication if KCU wishes to clarify or seek confirmation of any application for credit, withdrawal or transfers of funds or other requests made by a member in respect of the Services.

4.14. Joint Accounts: Where an Account is held with KCU by two persons ("Joint Account") and the mandate for that Joint Account allows KCU to act on instructions given by any one of the account holders, then it may be accessed by any of the account holders online. Each person will be entitled to separate online access and PIN to access information and effect transactions on that account. However, if the mandate for the Joint Account requires KCU to act on instructions given by two or more of the account holders, then it may not be accessed through online Services.

4.15. If KCU has notice of a dispute between the holders of a Joint Account, KCU may cease to admit withdrawals from that Joint Account and subject to KCU's discretion, dealings may not be permitted on that Joint Account until KCU receives a new written mandate from all account holders.

4.16. Each Joint Account holder is jointly and severally responsible for all transactions carried out and for the repayment of any borrowing which arises on the Joint Account.

5. TRANSACTIONS ON THE ACCOUNT

5.1. You authorise us to accept and act on instructions made through your Online banking and to pay to and from your Account the amounts involved in relation to any transaction or action authenticated by the use of your Online banking and, if applicable, any security process we require you to follow.

5.2. All transactions using Online banking are subject to acceptance and verification by us and, where applicable, our security processes. Any record of a transaction generated by your personal computer is for your convenience only, and is not binding on us.

5.3. If we have to convert euro into another currency to complete your transaction, the applicable foreign exchange rates will be available to you at the time through online banking.

5.4. If your instructions or the required information is incomplete, the transaction will not be effected. We are not responsible or liable for any consequence of this.

5.5. All transactions on your Account are subject to the balance on the Account having sufficient cleared and available funds to complete the transaction. You may not create an unauthorised overdraft or exceed an approved limit on your Account.

5.6. You are liable for all debits or other sums due on your Account (including if you breach any of these Terms), even if you instruct us to pay money into the wrong account. If your Account is maintained in joint names, each person in whose name the Account is held is jointly and severally liable for any debits or other sums due on your Account.

5.7. All payments made by us at the debit of any Account are valid and binding upon you and, in the case of your death or incapacity, your estate or legal rep-

resentative if made prior to us being notified of such death or incapacity.

5.8. We may refuse or fail to effect a transaction if required to do so by law or where otherwise permitted by these Terms.

6. STANDARD TIMELINES AND FINANCIAL LIMITS BY KCU

6.1. The cut off times for receipt of instructions for particular types of transactions are available on our website at www.kilrushcreditunion.ie.

6.2. Upon receipt of complete instructions for a transaction, we will effect the transaction instructions within our standard timelines IE WITHIN 3 BUSINESS DAYS OF RECEIPT OF INSTRUCTIONS. We do not control the timing of payment to any destination account - this is controlled by the relevant financial institution at which the destination account is held. Foreign payments may also be subject to other delays outside our control.

6.3. A maximum single payment or transfer amount of €5,000 will apply to online services and the maximum aggregate amount which you may transfer or pay on any business banking day and in respect of all online transactions is €5,000. Transactions above these amounts are prohibited unless we give our prior approval to them, though we are not obliged to give such approval.

6.4. We can change any cut off times, standard timelines and maximum amounts from time to time in which case any revisions will be published ON OUR WEBSITE - we may not give you advance notice of such changes but they will be available on OUR WEBSITE at the time of your instruction.

7. CANCELLING DIRECT DEBITS

7.1. If you want to cancel a direct debit, you must instruct us to do so at least five full Business Days before the payment is due to be made. If you do not instruct us by then, the payment may be made and you will be responsible for any consequent debit from your Account.

8. ACCOUNT INFORMATION

8.1. We will make reasonable efforts to ensure the information provided via Online banking is accurate and complete. However, you may not take this information as a conclusive statement of the balance, or any other information, pertaining to your Account. You should contact us directly to receive this information.

8.2. The balance of an Account quoted on your Online banking may be the balance at close of the previous Business Day and that the balance may not have been adjusted to include transactions processed since the end of that Business Day.

8.3. We will not pay compensation or damage for any loss or expense incurred as a result of inaccuracies in information provided through Online banking or the Online Services.

9. LOANS

9.1. We may make information available on your online banking in relation to applications for loans and the terms on which credit is generally available from us. You can submit a loan application and drawdown approved funds through your online banking.

10. CHARGES

10.1. We currently do not charge for access to and use of Online banking but may do so in the future. We will notify you in advance before introducing any such charges in accordance with clause 16.

10.2. Any transaction charges will be debited from your Account in order to progress the transaction. We can change these charges from time to time. If we do

so, we will follow any applicable legal requirements at that time before introducing them.

11. DATA PROTECTION

11.1. The Privacy Statement published on our website from time to time applies to the use and processing of your personal data. You agree that we can provide your personal information to any third party in order to affect any transactions which you have instructed us to undertake, even if the third party is located outside the European Economic Area (which does not have the same standards of data protection as apply within it). Stored personal data will be used to provide the Services applied for and may be stored by KCU to keep you informed of services and products which may be of interest to you, if applicable. Anonymised data may also be stored and used for statistical and analytical purposes to improve the services provided from time to time. You may at any time request a copy of any "personal data" within the meaning of the Data Protection Acts 1988 & 2003 held by Kilrush Credit Union Limited. You may also apply to have any inaccuracies in such data corrected.

12. TERMINATION

12.1. We may terminate these Terms and/or your Online Account at any time. You may terminate these Terms at any time by terminating your Online Account. In either case, this will not affect your Account or any outstanding liabilities on your Account.

12.2. These Terms do not have a minimum or finite duration and will continue to be binding on both you and us until they are terminated.

12.3. We reserve the right to process or cancel any transactions in progress on termination of these Terms or on suspension or withdrawal of the Online Services.

12.4. We are not responsible for any loss you may incur as a result of any transaction being or not being processed or cancelled as part of the Online Services upon or after termination of these Terms or suspension or withdrawal of the Online Services.

12.5. The termination of these Terms does not affect any accrued rights or liabilities of either party or any provisions of these Terms which are intended to survive or commence after termination.

13. LIABILITY

13.1 We make reasonable efforts to keep your Online banking available. However, we do not guarantee or warrant that they will be fault-free, error-free, available 100% of the time, free of degradation or free of other problems. We accept no liability for any losses or damages (whether direct, indirect, special, consequential or otherwise) arising out of errors or omissions contained on the website.

13.2 Access to and use of the website is at your own risk and we do not warrant that the use of the website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection.

13.3 You are liable to us for any loss, damage or harm suffered or incurred by us as a result of your negligent, deliberate or reckless breach of these Terms.

13.4 We are not liable to you for (i) any loss of business, income, revenue or profits; (ii) any loss or corruption of data; (iii) any corruption or damage to equipment; or (iv) any loss or damage which was not foreseeable to both you and us. If we have any liability to you, it is in all cases limited in aggregate to one thousand euro (€1,000) only (except in the case of death or personal injury).

14. CONFIDENTIALITY

14.1. You must use reasonable endeavours to keep

our confidential information safe and secure. We shall use reasonable endeavours to ensure that all your confidential personal data held by us in relation to Online banking is only accessible to us, our agents or contractors and shall be processed or used by them for purposes and in a way compatible with the discharge of our obligation to you under these Terms. However, this is subject to the terms of the Privacy Statement and also does not apply to the extent that any disclosure is required under compulsion of law or pursuant to a direction or request issued by any regulatory or competent authority which we are required to comply with by applicable law.

15. CHANGES TO ONLINE BANKING

15.1. We may, from time to time, stop providing or change certain or all of the Online Services or Online banking or the way in which you access or use them. We do not have to give you advance notice of any such changes but will notify you of them.

16. CHANGES TO THE TERMS

16.1. We can amend these Terms at any time by giving at least 28 days advance notice, except where an amendment must be made sooner than that to comply with applicable law. We will post a notice of any amendment either by posting it on our website or through the post or by advertisement published in at least one national daily newspaper.

16.2. If you do not agree to the amendment, you may exercise your right to terminate in accordance with clause 12.1. If you do not do so, you will be deemed to have accepted the variation as of the published effective date of the change.

17. SUSPENSION

17.1. We may suspend or withdraw access to and use of your Online banking (in whole or in part) if there is a breakdown, fault or malfunction of, or connected to, any system or software used in connection with them, or where there is a real or potential security risk or for any other reason whatever we feel justifies doing so. We are not liable to you for any suspension or termination of Online banking or the Online Services.

18. EVENTS BEYOND OUR CONTROL

18.1. We are not in breach of these Terms or liable to you if there is any total or partial failure of performance of any of our duties and obligations resulting from any act or matter beyond our reasonable control. This may include where such failure of performance results from 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 communications, 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 our reasonable control.

19. NOTICES

19.1. You must send any formal notice under these Terms to us by sending it in writing to our postal address, namely: Kilrush Credit Union Limited, Market Sq, Kilrush, Co Clare.

19.2. We must send any formal notice under these Terms to you by sending it in writing to the postal address for your Account or in the manner otherwise provided for under these Terms.

20. SEVERABILITY

20.1. If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforce-

ability of the remainder of these Terms (including the remainder of a provision where only part of it is or has become illegal, invalid or unenforceable).

21. WAIVER

21.1. The exercise by us of any of our rights under these Terms is without prejudice to any of our other rights and remedies. The provisions of these Terms may only be waived by either KCU or you in writing by express reference to the provision in question. No delay, neglect or forbearance on the part of either of us in enforcing any provision of these Terms is a waiver, or in any way prejudices any right of a us under these Terms. A waiver by either of us of any breach of any of the provisions of these Terms does not constitute a general waiver of such provision or of any subsequent act contrary to it.

22. TRANSFERS

22.1. Your Online Account is personal to you and you may only obtain Online access on your own behalf.

22.2. We may assign, transfer or otherwise dispose of all or any of our rights or obligations under these Terms, in whole or in part, provided that in doing so we do not materially prejudice your interests under these Terms.

23. COMPLIANCE WITH LAW

23.1 We can take whatever action we consider appropriate to meet our legal obligations anywhere in the world relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. If this results in a delay or failure to affect instructions, we are not liable for any resulting loss, damage or other liability suffered by you or any third party.

24. ENTIRE AGREEMENT

24.1 Subject to clause 1.3, the Terms represents the entire understanding of the parties concerning their subject matter and override and supersede all prior agreements concerning it (whether written, oral or implied) which are hereby revoked by our mutual consent. Neither of us has relied upon, or has any remedies in respect of, any representations, terms or conditions except those set out in these Terms. This does not exclude any liability for fraud and/or fraudulent misrepresentations.

25. COPYRIGHT

The contents of the website are the copyright of Kilrush Credit Union Limited. All rights, save as expressly granted, are reserved. Reproduction in any form of any part of the contents of the website without our prior written consent is prohibited.

26. ADVICE

The contents of the website do not purport to provide any financial, investment or professional advice and nothing on the website shall be deemed to constitute the provision of financial, investment or other professional advice in any way. The inclusion of an advertisement for goods or services in this website does not constitute an endorsement or recommendation of those goods or services by KCU and KCU does not make any representation, about the quality or fitness for purpose of the goods of any person advertising in this website or that such a person has the necessary skill to render the service advertised or still render it with due skill, care and diligence.

27. COMMUNICATIONS MONITORING

In order to maintain the security of its systems, protect its staff and detect fraud and other crimes, KCU reserves the right to monitor all internet communications, including web and email traffic, into and out of its domains and record and monitor telephone calls.

Monitoring includes checks for, but not limited to (i) virus and other malignant code; (ii) criminal activity; and (iii) use or content which is unauthorised and in breach of Kilrush Credit Unions rules and policies.

28. GOVERNING LAW

The laws of the Republic of Ireland apply to the Terms (and any matter or dispute arising out of or in connection with them) and the courts of the Republic of Ireland have jurisdiction in connection with the Terms and all such matters and disputes.

29. DEFINITIONS AND INTERPRETATION

29.1 The masculine gender includes the feminine and neutral and the singular number includes the plural and vice versa and words importing persons include firms or companies. The section headings to the provisions are inserted for convenience of reference only and are not a part of, and do not affect the construction or interpretation of, the Terms.

29.2 The following expressions have the meanings given to them below:

Account means a euro account maintained by you (whether in sole or joint names) with us.

Business Day means a day on which we are open for general business.

Online banking means the online system made available by us through our website for, broadly speaking, approximately 24 hours a day (subject to these Terms) to enable you to access and use the Online Services.

PIN means the personal identification number given to you as a part of the registration process for Online banking and which you need to access your accounts online.

Privacy Statement means the document we call our "Privacy Statement" (or similar) which is published on our website from time to time.

Online Services means the services which we may provide and make available through Online banking from time to time, at our discretion, to you through your Online Access which may include allowing you 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) make a funds transfer by debiting your Account and crediting another account designated by you;

(d) make a bill payment by debiting your Account and crediting another account designated by you;

(e) apply for information regarding personal loan facilities and apply for loans;

(f) access information in relation to other services we provide;

(g) provide a means of communicating with us.

Terms means the terms and conditions 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 these Terms.

"we" means Kilrush Credit Union Limited and cognate terms are construed accordingly.

"Website Terms" means the document we call our "Website Terms" (or similar) which is published on our website from time to time.

"you" means you in your capacity as the holder of an Account with us (and includes, as the context admits or requires, any person using your Online Account and/or your personal representatives and successors).

FOR OFFICE USE ONLY

Section A – to be completed by the teller who takes the application form from the member:

I.D. AND ADDRESS VERIFICATION DETAILS:

Already on file: Yes No

Scanned and uploaded Yes No N/A

I confirm that I verified the applicant's identification/signature.

I confirm that I verified the applicant's details as included on this application form to the corresponding information on the member's account on the banking system.

Teller Signature	
Print Name:	Date:

Section B – to be completed by the teller who registers the online access:

I confirm that I granted access for online banking on the banking system and provided the member with the terms and conditions.

Teller Signature	
Print Name:	Date:

Section C – to be completed by the teller who issued the "PIN number" letter to the applicant:

I confirm that I posted / handed (delete as appropriate) the PIN number to the above applicant:

I confirm that the fully completed and signed "Application for online banking" form was correctly scanned onto the member's account on the banking system.

Teller Signature	
Print Name:	Date: