

## **St. Paul's Garda Credit Union Ltd. – Website Terms**

**Please read these Terms carefully. They govern your access and use of our website and services on it.**

### **1. About Us**

- 1.1 We own and operate this website, and provide the services on and through it.
- 1.2 We are St. Paul's Garda Credit Union Ltd. a credit union for the purposes of the Credit Union Act 1997. We are regulated by the Central Bank of Ireland.
- 1.3 Our principle place of business is Boreenmanna Road, Cork, Ireland

### **2 These Terms**

- 2.1 We provide and make available, and you use and access, the website and services on it subject to these Terms.
- 2.2 By browsing the website, registering for CU Online or accessing or using CU Online or the Online Service, you agree to be bound by these Terms.
- 2.3 If you register for CU Online or access or use CU Online or the Online Service, you agree to also be bound by the CU Online Terms also.
- 2.4 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 CU Online Terms; and (iv) our Privacy Statement, all of which you are also bound by where applicable. Your access and use of the website is always subject to these Terms.
- 2.5 We reserve the right to vary these Terms at any time. If we do so, the updated terms will be posted on the Terms page when the alteration is made. By using the website after that, you agree to these revised Terms.
- 2.6 None of these Terms will be interpreted so as to deprive you of any rights you may have under mandatory Irish law.

### **3 Use of our website**

- 3.1 This website and all services on it are provided from Ireland. We do not represent that information or services on it are suitable for use or access from outside of Ireland.
- 3.2 You can use the website for your personal use only.
- 3.3 Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the website or any services on it without notice. We are not liable if for any reason our website or any services on it are unavailable at any time or for any period.
- 3.4 We can restrict access to some parts of our website or services on it, or our entire website, to users who have successfully registered with us for relevant services.

- 3.5 You are responsible for making all arrangements necessary for you to have access to our website.
- 3.6 We may restrict you from linking to our website if we consider that a link is prejudicial to our interests.
- 3.7 While we may take precautions against security breaches, no website or Internet transmission is completely secure, and as such, you acknowledge that neither we nor third parties connected to us shall be liable for damages, costs or losses, that may result from interruption or interception of communications or unauthorized access or hacking. We cannot guarantee the privacy and security of such communications.

#### **4 Information Purposes Only**

- 4.1 The content of the website is provided for information purposes only, is subject to change and will be updated from time to time without notice to you.
- 4.2 Websites may be tampered with by unauthorised persons and, accordingly, you should view the information provided as indicative only and subject to confirmation by us.

#### **5 Intellectual Property**

- 5.1 We are the owner or the licensee of all intellectual property rights in the website, its content and the Online Services, including the website's "look and feel" (collectively the "**Content**"). The Content is protected by copyright laws and other intellectual property laws (including laws related to trade marks, designs, data base rights, sui generis rights and other proprietary rights). All such rights are reserved.
- 5.2 You may not make alterations, copies, extractions, modifications, or additions to the Content, or sell, copy, distribute, disseminate or licence it, or misuse the Content in any way. If you want to re-publish, extract, reproduce, disseminate or otherwise use the Content, you must contact us in advance for written permission except if otherwise expressly provided in these Terms. This is without prejudice to any rights you may have under applicable mandatory law.
- 5.3 If you breach of either of clauses 5.1 or 5.2, your right to use our website, CU Online and the Online Services ceases immediately.

#### **6 Third Party Websites**

- 6.1 You may link to other websites from this website. The linked websites are not under our control and we are not responsible for the contents or actions of any linked site or any link contained in a linked site, or any changes or updates to such websites.
- 6.2 The inclusion of any link does not imply endorsement by us of any website. Your use of third party websites is subject to the terms and conditions of use and privacy policy contained within each of those websites. We may terminate a link to a third party website at any time.

## **7 Improper use of our website**

- 7.1 You may not use the website in any manner that could damage, disable, overburden, or impair it, its server, or the network(s) connected to the server, or interfere with any other party's use and enjoyment of the website and services on it.
- 7.2 You may not attempt to gain unauthorized access to any services, parts of the website, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.
- 7.3 You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you.
- 7.4 Illegal and/or unauthorized use of the website or services on it will be investigated and appropriate legal action will be taken.

## **8 Data Protection**

- 8.1 We process information about you in accordance with our Privacy Statement which is available at [www.stpaulscu.ie](http://www.stpaulscu.ie). By using our website, you consent to such processing and you confirm that all data provided by you is accurate and up-to-date.

## **9 Liability**

- 9.1 Use of this website is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use of, viewing, access to, relying on or downloading from the website and/or Content.
- 9.2 You agree that we are not liable for loss or damages arising out of your use, or your inability to use this, website or any services through it. This website and Content on it is provided on an "as is" basis and we make no undertaking, representation or warranty:
  - (i) regarding the completeness or accuracy, reliability or timeliness of any of the website or Content;
  - (ii) that this website, its server or the Content is free from defects, errors, viruses, bugs or other harmful elements;
  - (iii) in relation to availability and/or uninterrupted use of the website or Content.

and we expressly disclaim all such warranties, representations and undertakings.

- 9.3 We are not liable to you for (i) any loss of income, business, 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.
- 9.4 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).
- 9.5 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.

## **10 Events Beyond our Control**

- 10.1 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 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.

## **11 Notices**

- 11.1 You must send any formal notice under these Terms to us by sending it in writing to our postal address, namely:

St. Paul's Garda Credit Union Ltd., Boreenmanna Road, Cork, Ireland

## **12 Severability**

- 12.1 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 enforceability 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).

## **13 Waiver**

- 13.1 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 of us 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.

## **14 Transfers**

- 14.1 These Terms are personal to you and may not be transferred or assigned to anyone else.
- 14.2 We may assign, transfer or otherwise dispose of all or any of our rights or obligations under these Terms, in whole or in part, by prior notice to you, provided that in doing so we do not materially prejudice your interests under these Terms.

## **15 Entire Agreement**

- 15.1 Subject to clause 2.4, these 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.

## **16 Governing Law**

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

## **17 Definitions and Interpretation**

- 17.1 The masculine gender includes the feminine and neuter and the singular number include 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 or affect the construction or interpretation of, the Terms.
- 17.2 The “**Terms**” means the terms and conditions 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. “**You**” means the person accessing or using the website. “**We**” means St. Paul’s Garda Credit Union Ltd.

End.