



Terms & Conditions

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Terms and Conditions



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DISTANCE MARKETING INFORMATION

Distance Marketing Information for Accounts applies to you if you have dealt with us at a distance e.g., phone, internet, post. In other words where there is no face-to-face contact between you and us. This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time-to-time) (the "Regulations"). It should be read in conjunction with the terms and conditions set out below as they contain important additional information about who we are, the types of financial services that we offer, our charges and how to make a complaint.

DEFINITIONS EXPLAINED

In these Terms and Conditions, unless the context otherwise requires: -

"Account" means an account opened by a member with the authority of SPGCU which may be accessed by the member on a 24-hour basis subject to the Terms and Conditions.

"SPGCU" means St. Paul's Garda Credit Union Limited.

"Member" means a member of SPGCU

"Online Account" means online account access authorised by SPGCU to access your SPGCU account via online and App with the use subject to the Terms and Conditions

"App" means St. Paul's Garda Credit Union App available from Apple App Store and Google Play Store

"PIN" means the personal identification number issued to a member who is registered for online account access.

"One Time Passcode" (OTP) refers to the message sent to the member by text or push notification while logging into the online facility.

"Username" means the username chosen by a member who is registered for online account access

"Password" means the password chosen by a member who is registered on the online account access

"Services" means those products and other services from time-to-time provided by SPGCU to its members which may be accessed and utilised by a member through online channels, in person, or through telephone calls to SPGCU.

"Terms and Conditions" means these Terms and Conditions, as amended, extended, or replaced by SPGCU from time-to-time.

"Online Services" means the online account and App facility owned and operated by SPGCU pursuant to the Terms and Conditions.

"The Bondholder" means the St. Paul's member that is a serving or retired member of An Garda Síochána, Garda Staff, Garda Reserve, St. Paul's Staff and Spouse, Partner and Children of the forementioned.

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YOUR MEMBERSHIP AGREEMENT

1. DEFINITION OF AGREEMENT

1.1. When we say 'Agreement', we mean all of the following:

- a) the standard rules of the credit union;
- b) the main terms and conditions for your Account made up of this document (the 'Terms and Conditions');
- c) the terms and conditions for any other services we provide that you may use in relation to your Account, as applicable;
- d) your completed application, all of your Account mandates and all signing instructions regarding your Account;
- e) the Schedule of Fees and Charges/affiliation fees, where applicable to your Account, and
- f) PSD2-Regulatory 76 Information-Payment Services Regulations.

These documents may be amended from time-to-time and any changes will form part of this Agreement.

1.2. We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Account through our Online Services, electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.

1.3. You can get copies of any of our Terms and Conditions and our Schedule of Fees and Charges from our offices or on our website (<https://stpaulscu.ie/>).

1.4. In this Agreement we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited to these examples.

1.5. The index and headings used in this Agreement are to assist you and do not form part of the legal agreement between you and us.

1.6. When a person performs a Transaction on your behalf in relation to your Account, these Terms and Conditions will apply just as if you had performed the Transaction yourself. Each reference to "you" in these terms and conditions should be read as such.

1.7. To the extent of any inconsistency between the documents making up this Agreement, the document listed higher in the list in clause 1.1 shall prevail (unless otherwise expressly stated in this Agreement).

1.8. The term of the Agreement is for an indefinite term from the date of Account opening until the Account is closed by either you or us.

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2. YOUR RIGHT TO CANCEL YOUR ACCOUNT UNDER THE REGULATIONS

- 2.1. If you open an Account with us, you may cancel this contract in accordance with the Regulations within 14 days of the date on which we advise you that we have opened your Account.
- 2.2. To cancel, you should send an email to us or write or deliver a letter to us addressed to the contact details on the cover of this document.
- 2.3. If you exercise that right you must, within 30 days of cancellation, repay any sums outstanding on your Account together with interest to the date of repayment and return or destroy Cards which may have been issued to you.
- 2.4. We will pay to you any credit balance on the account on receipt of notice of cancellation in the manner provided at 2.3 above.
- 2.5. If you do not exercise this right to cancel you will remain bound by the terms and conditions for the account, but you will continue to have the right to terminate the account with us as outlined in the next paragraph.

Other rights to terminate the Account

- 2.6. You may ask us to close your Account at any time. If you do, this Agreement will come to an end once both:
 - a) we have paid you any balance on your Account; and
 - b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, charges etc).

3. SPGCU RIGHT TO TERMINATE YOUR ACCOUNT

- 3.1. SPGCU may terminate and withdraw Services to members as follows:-
 - a) on giving a member at least 10 business days prior written notice;
 - b) immediately upon breach by a member of any of the Terms and Conditions of use of the online service;
 - c) immediately upon the bankruptcy or other contractual incapacity of the member;
 - d) If SPGCU reasonably believes that any of its Services to members have been used negligently, illegally or fraudulently by the member or by a third party as a result of the members negligence or recklessness;
 - e) SPGCU reserves the right to process or cancel any transactions in progress on termination of a members right to use the SPGCU online service or on suspension or withdrawal of the members Services. SPGCU is not responsible for any loss a member may incur as a result of any transaction not being processed as part of the Services after termination of same or after any suspension or withdrawal of the Services.

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- f) SPGCU reserves the right to suspend or terminate any Services if considered necessary in the interest of SPGCU and its members.

4. MAKING A COMPLAINT

- 4.1. If you are dissatisfied with any aspect of our services, contact us. Your complaint will be fully investigated and we will provide a written response or regular updates where an investigation is ongoing. In the event you are not happy with the outcome of your complaint or it is not resolved within 40 Business Days, you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, telephone: +353 1 567 7000, e-mail: info@fspo.ie, website: www.fspo.ie

NEW ACCOUNTS AGREEMENT

5. NEW ACCOUNTS

- 5.1. SPGCU has a legal obligation to ask all new account holders for acceptable identification and separate verification of their current permanent address before opening an account.

5.2. When you apply for membership of SPGCU

- a) You agree to abide by the rules of the Credit Union.
- b) You provide proof of ID, Address, and PPSN
- c) You acknowledge and accept SPGCU's GDPR Privacy Policy
- d) You acknowledge and accept the EU (Payment Services) Regulation 2018, PSD2.
- e) You acknowledge and accept SPGCU's Depositor Information Sheet
- f) You consent to the use and processing of your personal data in the manners provided for in SPGCU's GDPR Privacy Notice.
- g) You agree that the information given by you on your application is true and correct to the best of your knowledge and belief.
- h) You understand that any false or misleading information given by you in connection with your application or for your membership with the Credit Union may result in termination of your membership, apart from any other legal sanctions that may apply.
- i) You agree to pay any charges for services or products being provided by SPGCU as notified from time-to-time. SPGCU may impose charges for certain products or services provided.

- 5.3. Processing your application: A staff member from SPGCU will contact you to verify details and confirm your eligibility to join SPGCU.

5.4. In the case of family membership, a staff member from SPGCU will contact:

- a) you, to confirm your family connection with the Bondholder, and
- b) the Bondholder, to verify the connection.

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- 5.5. SPGCU has policies in place to ensure that any conflicts of interest that arise are properly dealt with. Any conflict of interest that arises will be noted, registered and dealt with in accordance with this policy.
- 5.6. Where a member defaults on an agreement with SPGCU, SPGCU retains the right to terminate that agreement and to take such steps as it considers necessary to recover what is owed to SPGCU.

6. JOINT ACCOUNTS

- 6.1. Where an Account is held with SPGCU by two persons ("Joint Account") and the mandate for that Joint Account allows SPGCU to act on instructions given by any one of the account holders, then it may be accessed online by any of the account holders.
- 6.2. All shares and deposits in the credit union will be held jointly by the account holders. On the death of a joint tenant, all his/her interest in the joint tenancy including all accruals, additions thereto and insurances become the property of the surviving tenant.
- 6.3. If SPGCU has notice of a dispute between the holders of a Joint Account, SPGCU may cease to admit withdrawals from that Joint Account and, subject to SPGCU discretion, dealings may not be permitted on that Joint Account until SPGCU receives a new written mandate from all the account holders.
- 6.4. Where a member is a tenant of more than one joint account, all accounts of which the member is a tenant may be available online.

7. DIGITAL ONBOARDING

- 7.1. In addition to the "New Accounts Agreement" above the following additional T&C's apply to new account applications via Digital Onboarding
- 7.2. Digital Onboarding is valid for over 16's only with the exception of member current account service (MPCAS) users. Members aged 12 to 16 who hold an MPCAS account are provided with online access with the authority of their parent/guardian. The terms and conditions below apply to all users of online banking services.

ONLINE SERVICE TO MEMBERS

8. USE OF ONLINE SERVICES

- 8.1. The Online Service is owned and maintained by SPGCU and includes online account and App facilities. The use of the online services is subject to the Terms and Conditions which you should read carefully. By using the online account and App, you agree to be legally bound by the Terms and Conditions.
- 8.2. A member shall indemnify and hold SPGCU harmless from all loss, damage, costs and expenses suffered by SPGCU as a result of any breach by the member of the Terms and Conditions.

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- 8.3. In these Terms and Conditions, the singular shall include the plural and vice versa and reference to any gender shall include all genders.
- 8.4. The information, services and details on online services are intended for use by members of SPGCU and are not intended for use by any other persons.
- 8.5. The online services, which provides access to Services, is designed to be accessed by members of SPGCU who have been previously registered.
- 8.6. Members must be aged 16 years or over (12 years or over with parental consent) and must have completed and complied with the registration process of SPGCU.
- 8.7. Members must create their own personal Username & Password as part of the registration process and will receive a PIN number from SPGCU to fully access the Services.
- 8.8. SPGCU may in its absolute discretion without assigning any reason, refuse to accept a registration from a member and or a request for registration.
- 8.9. SPGCU will supply, at its discretion, from time-to-time Services to a member which may include (without limitation) the following which may allow a member:-
 - a) access to information on a members Account, including the balance of, and details of recent transactions on, the Account;
 - b) request statements on an Account
 - c) apply for or access personal loan facilities
 - d) apply for a Current Account, Debit Card and Overdraft
 - e) update personal details
 - f) upload documents
- 8.10. SPGCU Services must be used by members strictly in accordance with:
 - a) the transfer of available funds to designated accounts
 - b) the access to information in relation to other online services for members
 - c) the terms and conditions attached to the use of a Current Account, Debit Card and Overdraft facilities
 - d) the terms and conditions attached to the use of Loan Applications
- 8.11. SPGCU members may only avail of the Services if they follow and agree to accept the procedures for registering as an online member.
- 8.12. Each member who registers as an online member will create their own Username & Password and receive a PIN number/OTP. The member must not disclose the PIN number/OTP or Username & Password, whether directly or indirectly, to any other person. Should the member know or think it possible that the PIN number/OTP or Username & Password have become known to any other person, the member shall immediately affect a change or request cancellation of the online service through contacting SPGCU.
- 8.13. The member is responsible for the authenticity of payees they set up on online services and the accuracy of the details used.

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- 8.14. The member shall disconnect and exit online members services when not availing of same.
- 8.15. The member should immediately delete any correspondence sent or received which contains references to or details of the members PIN number/OTP or Username & Password.

9. AUTHORITY TO SPGCU

- 9.1 The member authorises and instructs SPGCU to act on all instructions and requests that are received through the online services provided the instructions and requests are made by use of the relevant secure log in details. SPGCU 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.
- 9.2 SPGCU may decline to act on any instruction or request for information received through the online service when providing assistance to a member if SPGCU believes that the Service is being accessed and or used in an irregular or unauthorised manner. SPGCU shall not be liable for any failure on the part of SPGCU to do so.
- 9.3 SPGCU is not obliged to cancel or amend any instruction or request that is received from a member. SPGCU 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.
- 9.4 SPGCU may decline to act on any instruction or request until it has been confirmed in writing and signed by a member. SPGCU reserves the right to not act on any instruction or request received otherwise than by means of a written application to SPGCU.
- 9.5 A member may not use the online service to create any indebtedness to SPGCU or cause any overdraft or other limit to be exceeded unless SPGCU 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 SPGCU to complete the instruction.
- 9.6 All correspondence and cheque issues to members shall only be sent to a members registered postal address and shall not be sent to any other address unless specifically requested and approved by SPGCU.
- 9.7 SPGCU reserves the right to contact any member by telephone or by any other reasonable means of communication if SPGCU 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 online services.

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10. INTERNET COMMUNICATIONS AND TELEPHONE CALLS

- 10.1 In order to maintain the security of its systems, protect its staff and detect fraud and other crimes, SPGCU reserves the right to monitor all Internet communications, including online services, web, and email traffic, into and out of its domains and record and monitor telephone calls. Monitoring includes checks for, but not limited to:-
- a) virus and other malignant code;
 - b) criminal activity, and
 - c) use or content which is unauthorised and in breach of SPGCU rules and policy as may be determined by the Board of Directors from time-to-time.

11. ESTATEMENTS AND OBLIGATORY NOTICES BY EMAIL

- 11.1 Once you register for online services, you will have access to generate eStatements for your Account online and you will not automatically receive paper statements by post. You can of course contact us to request a paper copy of your statement anytime, this will be deemed as a request for a duplicate statement (fees may apply).
- 11.2 Information in relation to transactions, including the facility to generate and download eStatements, is available on our Online Services. Each eStatement will contain information on all payments to and from your Account and any fees or charges applied for the time covered by the statement.
- 11.3 A Current Account eStatement will be provided to you containing information on all payments to and from your Current Account. You can access an eStatement for your Current Account, free of charge through the online services. Each statement will contain information on all payments to and from your Account and any fees or charges applied for the time covered by the statement.
- 11.4 You can opt in to paper statements if so required, by making contact with SPGCU. (Fees may apply)
- 11.5 You agree that any obligation to provide you with documents or statements in this Agreement or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant eStatement or make it available to you electronically, or provide you with the facility to generate and download eStatements on our Online Services in a Durable Medium.
- 11.6 Any reference to documents or statements in this Agreement or any other terms and conditions agreed between us, shall include a reference to eStatements as the reference so requires. eStatements can be generated and viewed by you in accordance with our Online Services terms and conditions.
- 11.7 Once you register for online services, we will send you emails for Obligatory legal/Operational/AGM notifications, to the email address you have provided to us for Online Services. It is your responsibility to update your email address if it changes. You can do this through Online Services.
- 11.8 If you opt out of receiving Obligatory notifications by email we will have to send these notices to you by post, as these are obligatory, increasing the printing and posting costs of the credit union. Contact SPGCU to opt out of Obligatory Notices by email.

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11.9 If you opt out of receiving Obligatory notifications by email, you will still have access to generate eStatements for your Account online and you will not automatically receive paper statements by post unless you also opt in for paper statements.

Important: It is your responsibility to check your statements and any other information we give you. If you are unsure or think there may be a mistake with any Transaction, you should contact us as soon as possible.

12. EXCLUSION OF LIABILITY

12.1 SPGCU has taken all reasonable steps to ensure the accuracy and completeness of the information on the online services. However, we give no warranty and make no representation regarding the accuracy or completeness of the content of the online service. Consequently, we accept no liability for any losses or damages (whether direct, indirect, special, consequential or otherwise) arising out of errors or omissions contained online. Furthermore, no warranty is given that the online service shall be available on an uninterrupted basis, and no liability can be accepted in respect of loss or damages arising out of such unavailability. We accept no liability in respect of losses or damages arising out of or changes made to the contents of the online services by unauthorised third parties.

12.2 We shall not be liable for any loss arising:

- a) from a change to your contact details that you have not told us about;
- b) from any default resulting directly or indirectly from any cause beyond our control;
- c) from any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- d) from any use of your account or other services that is contrary to this Agreement, or
- e) for any damages due to loss, fraud or theft that you have reported to us 13 months or longer after the event.

12.3 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.

12.4 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

12.5 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

12.6 You will have no claim against us and we will have no liability to you:

- a) for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;
- b) if you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;
- c) where your loss relates to any payment from or to your Account, or arises in connection with any payment or intended payment from or to your Account, where we could not have reasonably

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predicted your loss when you gave us the instruction (for example, where it relates to items or services paid for using your Account or is due to the inability to use your Account for a Transaction or related service);

- d) where your loss is due to where we or any third party refuse to accept, or delay the acceptance of, an instruction for payment to or from your Account or any Security Credentials or security process you follow or use to make an instruction relating to your Account or confirm your identity (for example, a password or fingerprint), including any loss due to the way such refusal or delay is communicated to you;
- e) where your loss is due to our decision not to offer or to withdraw any service or feature associated with your Account or where we close or suspend your Account;
- f) where you have acted fraudulently or with gross negligence;
- g) if any of the details you gave us were wrong or insufficient; or
- h) where your loss is due to circumstances outside our control, which meant we could not follow this Agreement despite our best effort to do so (for example, a major problem with a payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).

12.7 We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

12.8 Nothing in clause 12 will stop us being responsible for your loss if:

- a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
- b) law or regulation does not allow us to exclude or limit liability.

12.9 By using your Account, you agree that:

- a) you will comply with your obligations under this Agreement; and
- b) you, as the Account holder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this Agreement or your Account is closed or suspended.

12.10 If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account.

12.11 You hereby warrant to us that all information supplied by you is true, accurate and complete in all material respects at the time it is provided

13. KEEPING YOUR ACCOUNT SAFE AND SECURE

13.1. SPGCU will do all that it can reasonably do to prevent unauthorised access to your Account and to make sure it is secure. It is very important that you do everything you reasonably can to make sure that access to your Account is safe and secure and that you follow the conditions outlined in this Agreement. This section sets out what you need to do to protect your information and Account.

Important: Where we suspect fraud or money laundering on your Account, we may investigate and/or stop payments to and from your Account and/or suspend or close your Account. We may also contact you to re-confirm your instructions. This could result in payments to and from your Account

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being delayed and/or refused. We are not responsible for any loss or damage that might be caused as a result.

13.2. If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account, we will contact you as soon as possible in writing or over the phone (unless we are prohibited by law from doing so). Please note that we will never request your personal details (for example account numbers or Security Credentials) via letter or email. If we contact you by phone, we may need to identify you. We will do this by asking for certain information known only to you. However, we will never ask you to make payments from your Account to any other account or ask you to provide your Security Credentials.

13.3. You must:

- a) follow instructions we give you in order to protect your Account from unauthorised access;
- b) ensure your arrangements for receiving information from us are safe and secure;
- c) make sure when you are contacting us, that you choose a method that is safe and not public;
- d) keep any items you may have to make payments from your Account, such as a Card, safe and secure, and
- e) keep your Account details and your Security Credentials safe.

13.4. You should always check the amount of any payment before you authorise it.

13.5. Please remember that communications made via the internet, a mobile phone or a tablet may not be secure and could be intercepted by third parties.

13.6. You should also check your Account records as often as possible. You need to be aware that if you do not keep your Account safe and secure, you may be responsible for any resulting losses you suffer.

Important: You must tell us immediately if you think an unauthorised person can access, or has accessed, your Account or if you have lost any item that you use to make a payment from your Account, such as your mobile or Security Credentials or where you suspect the safety of any of those items has been compromised.

14. RISK

14.1. Access to, and use of the online service is at the members own risk and we do not warrant that the use of the online service 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.

15. LEGISLATION

15.1 Nothing in these terms and conditions shall exclude or limit or restrict our duties and liabilities to you under any legislation or under the membership rules.

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16. AMENDMENTS

- 16.1. The contents of the online services and any information contained on it are subject to change and to being updated without notice from time-to-time.

17. RIGHT OF SPGCU TO INFORMATION ON THE ONLINE SERVICE

- 17.1. The information contained on the online service may not be copied, transmitted, amended or reproduced in any form whatsoever without the prior written consent of SPGCU.

18. COPYRIGHT

- 18.1. The contents of the online service are the copyright of SPGCU. All rights, save as expressly granted, are reserved. Reproduction in any form of any part of the contents of the online service without our prior written consent is prohibited.

19. ADVICE

- 19.1. The contents of online services do not purport to provide any financial, investment or professional advice and nothing on the pages of 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 the online services does not constitute an endorsement or recommendation of those goods or services by SPGCU. SPGCU does not make any representation about the quality or fitness for purpose of the goods of any person advertising in the online services or that such a person has the necessary skill to render the service advertised or will render it with due skill, care and diligence.

GENERAL

20. STATEMENTS AND OBLIGATORY NOTICES

- 20.1. It is SPGCU policy to provide all Statements and notifications electronically to our members. You can of course contact us to request a paper copy of your statement anytime, this will be deemed as a request for a duplicate statement (fees may apply).
- 20.2. You can opt in to paper statements if so required, by making contact with SPGCU. (Fees may apply)
- 20.3. SPGCU is required to send you Obligatory notifications. If you opt out of receiving these notifications by email we will have to send them to you by post, increasing the printing and posting costs of the credit union. Contact SPGCU to opt out of Obligatory Notices.

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- 20.4. You agree that any obligation to provide you with documents or statements in this Agreement or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant Statement or make it available to you electronically.
- 20.5. Any reference to documents or statements in this Agreement or any other terms and conditions agreed between us, shall include a reference to eStatements as the reference so requires.

Important: It is your responsibility to check your statements and any other information we give you. If you are unsure or think there may be a mistake with any Transaction, you should contact us as soon as possible.

21. PERSONAL DATA

- 21.1. By agreeing to be bound by the Terms and Conditions, you are consenting to us collecting and storing certain personal data about you. This data will be used to provide the Services applied for and may be stored by SPGCU to keep you informed of services and products which may be of interest to you. If you wish to receive details of personal data held about you by us, you may write to request this. You may at anytime request a copy of any "personal data" within the meaning of the Data Protection Act, 2018 (as amended or re-enacted from time-to-time) that SPGCU holds about you as a member. There will be a reasonable fee for this service. SPGCU cannot guarantee the privacy or confidentiality of information relating to you that passes over the Internet. In accessing the online account and in availing of any of the Services / information available online, you are deemed by the Terms and Conditions to accept that electronic mail messaging and Internet communication may not be free from interference by third parties and may not remain confidential. In all circumstances, the use by you of the online services is at your sole risk.
- 21.2. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Privacy Policy accessible at our office and on our website (<https://stpaulscu.ie/privacy-policy/>). This may be subject to change from time-to-time.
- 21.3. We will access, process and retain personal information about you, your Account and any payment instruction we receive in respect of your Account, in order to provide our services.
- 21.4. Any documents or records in any format that we have (including any electronic records of the use made of your Account even if such electronic records were originally held by us in paper form) may be retained, produced and relied on by us as evidence of facts or events related to dealings on the Account.

22. KEEPING EACH OTHER INFORMED

- 22.1. You need to keep SPGCU updated with your contact information so that we can communicate with you safely and quickly. If you do not tell SPGCU promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else.

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- 22.2. When you tell us that your situation or details are changing (for example, your name, postal address, email address, mobile phone number), we may ask you to confirm this in a certain manner (such as in writing or by email) to comply with any other procedures.
- 22.3. SPGCU may monitor or record any communications between you and us including telephone calls. SPGCU can use these recordings for a variety of reasons (for example to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).
- 22.4. Where SPGCU are allowed by law, we may contact you in any variety of ways, such as in person, using our Online Services, by post, electronic or telecommunication means or any other way available to us.
- 22.5. Any notice sent by SPGCU to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if mis-delivered or returned undelivered).
- 22.6. Any notice sent by email, text message or any other electronic medium (to your last number or email address known to us) or made available online (for example, via any message facility available through our Online Services) is considered to have been received by you at the time it is sent.
- 22.7. We never ask for security details or any confidential information about your Account by email. Do not reply to an email asking for this information.

23. COPY OF TERMS AND CONDITIONS

- 23.1. A copy of the Agreement is available on our website and in our offices free of charge and on demand.
- 23.2. We can provide you with a copy of this Agreement in electronic or paper form or a copy in a larger print if you contact us to request it. If SPGCU ask you to do so, you agree to print or download any documents we provide to you in electronic form.

24. CHANGES TO THIS AGREEMENT

- 24.1. SPGCU may add to or change this Agreement at any time and SPGCU may add new fees and charges or change existing fees and charges at any time.
- 24.2. SPGCU will tell you, usually 2 months in advance, if we add to or change this Agreement or if we add new fees and charges or change existing ones. The type and amount of notice that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, telephone (including SMS or recorded message), Online Services, on our website, by notice published in a national daily newspaper or display in our offices or other means of communication we deem appropriate.
- 24.3. If SPGCU change or add to this Agreement, and you do not wish to accept the change/(s), you may close your Account before any change comes into effect but first you must pay SPGCU any money, interest, fees or charges that you already owe in connection with your Account.

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- 24.4. If you do not ask SPGCU to end this contract or close your Account under clause 24.3, you are deemed to accept the changes which we tell you about under clause 24.2 above on their effective date.
- 24.5. There are certain circumstances where SPGCU may give you shorter notice than two months or where we will not tell you about changes or tell you about changes after we make them. This may happen where:
- a) the change is in your favour (for example, we reduce fees and charges on your Account);
 - b) the change is required under law or regulation by a particular date, and there is not sufficient time to give you notice;
 - c) the change is to introduce a new product or service that you can use in relation to your Account;
 - d) the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or
 - e) the change relates to certain benefits that may apply to your Account that are subject to eligibility criteria and their own terms and conditions.

25. LANGUAGE

- 25.1. The English language is and will be used for the purpose of interpreting this Agreement and for all communication in connection with this Agreement and your Account.

26. ENTIRE AGREEMENT

- 26.1. To the extent permitted by law, this Agreement constitutes the entire agreement between SPGCU and you in relation to the subject matter of this Agreement.
- 26.2. Neither you nor SPGCU have placed any reliance on any representations, warranties, agreements, statements, undertakings or understandings made prior to the entry into this Agreement, whether orally or in writing, relating to this Agreement other than those expressly incorporated in this Agreement.
- 26.3. Neither you nor SPGCU may place any reliance on any and all future representations whatsoever in respect of the performance of this Agreement unless expressly agreed by you and SPGCU in writing to form part of this Agreement.
- 26.4. It is not the intention of this clause 26 to exclude the liability of either you or SPGCU for fraudulent misrepresentation.

27. MISCELLANEOUS

- 27.1. Any delay or failure to exercise any right or remedy under this Agreement by SPGCU shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 27.2. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

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- 27.3. In the event that any provision in these Terms and Conditions are held to be unenforceable or invalid, such provision shall be severed and the remaining provisions shall be enforceable to the fullest extent permitted by the Laws of Ireland.

28. GOVERNING LAW

- 28.1. These Terms and Conditions are governed by the Laws of Ireland and any dispute regarding them shall be subject to the exclusive jurisdiction of the Courts of Ireland.