# **Online Account Service Terms of Use**

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# Addendum to Online Account Service Terms of Use (E-signatures)

- and -

**Online Payments Security Guidelines** 

(October 2019)

## **Online Account Service Terms of Use**

## October 2019

## **Online Account Service Terms of Use**

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#### 1. Definitions & Interpretation

1.1 In these Terms of Use, the following terms shall have the meanings assigned to them below:

Account means any account in respect of which you are registered to use the Online Account Service;

**Account Terms & Conditions** means the terms and conditions of Progressive Credit Union applicable to the operation of your Account;

**Club Account** means an Account held by three or more nominated persons on behalf of a registered club or organisation.;

Club Account Holder means the nominated persons in whose name a Club Account is held;

**Mobile App** means an application which can be downloaded from a software application distributor(s) such as the App Store or Google Play Store;

**Mobile Device** means a mobile phone or other portable computing device capable of accessing the Online Account Service through the Mobile App;

**Online PIN** means a randomly generated six digit personal identification number required for access to and use of the Online Account Service;

**Strong Customer Authentication** means an additional security feature which will require additional authentication through your mobile phone(SMS or Mobile App) when carrying out the following transactions;

- 1. Logging in to your Online Banking
- 2. Setting up new payees
- 3. Viewing transactions older than 90 days
- 4. Viewing e-Statements
- 5. Viewing Documents older than 90 days

**Terms of Use** means these Online Account Service Terms of Use which apply for the time being in respect of the Online Account Service.

- 1.2 Words & phrases used in the Account Terms & Conditions shall have the same meaning when used in these Terms of Use unless otherwise stated.
- 1.3 In these Terms of Use:
  - o the masculine shall import the feminine and vice versa;
  - o the singular shall include the plural and vice versa;
  - o references to a person shall include both legal and natural persons;
  - o references to any statute, regulation or other form of legislation shall be taken as a reference to it as it may be amended, varied or replaced from time to time; and

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- the headings are used only for ease of reference, and shall not be used in interpreting these Terms of Use.
- 1.3 These Terms of Use are supplemental to and should be read in conjunction with the Account Terms & Conditions, and both shall apply to your Account and to your use of the Online Account Service. In the event of any inconsistency between these Terms of Use and the Account Terms & Conditions, then the provisions of these Terms of Use shall prevail.
- 1.4 Appendix 1 referenced in these Terms of Use and attached hereto shall be considered part of these Terms of Use and incorporated herein.

#### 2. Registration

- 2.1 In order to access the Online Account Service you must be a Member of Progressive Credit Union holding an Account and complete the registration process through our website at <a href="www.progressivecu.ie">www.progressivecu.ie</a> or at any of our Offices. You will be required to give us such information as we may reasonably require for security and identification purposes in order to complete the registration.
- 2.2 You must notify us immediately in writing of any change in your information particulars to enable us to update your registration for the Online Account Service accordingly.
- 2.3 We reserve the right to refuse any application for registration to use the Online Account Service without giving a reason.
- 2.4 By registering for the Online Account Service, you confirm your willingness to make Payment Orders and use the services provided on the Online Account Service.

#### 3. Online Account Service

- 3.1 The Online Account Service enables access to and use of certain services in relation to your Account, to include without limitation the following:
  - o accessing and viewing information on your Account to include particulars of the balance of, and recent Transactions executed on, your Account;
  - o allowing for the information so accessed to be downloaded and/or printed by you;
  - giving us Payment Orders instructing the execution of Transactions on and from your Account (subject to such service having been activated by us to provide Payment Order functionality on such Account); and
  - o such other services (including making an application for a loan) as we may permit or allow from time to time.
- 3.2 Save as otherwise provided herein, the maintenance and operation of your Account and any services relating thereto (including the execution of any Transactions) shall be governed by our Account Terms & Conditions.
- 3.3 All Payment Orders given in respect of your Account and any resulting Transactions shall be processed and executed by us subject to and in accordance with our Account Terms & Conditions (including without limitation in relation to refusal to execute any Transactions from your Account).

#### 4. Access and Use

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- 4.1 Access to and use of the Online Account Service shall be strictly subject to and in accordance with these Terms of Use.
- 4.2 Your Online PIN will be issued to you using the PIN Mailer system in accordance with Clause 3 of Appendix 1 of these Terms of Use or in person in any of our Offices.
- 4.3 You must identify that you are a registered Member by entering your Member number, date of birth and the three digits randomly chosen from your Online PIN.
- 4.4 You must keep your Online PIN, Member number and date of birth secure at all times, and take all reasonable measures to prevent any third party from knowing it or using it.
- 4.5 In the event that you have lost your Online PIN, you may obtain a new Online PIN using our Lost Your PIN Service, as more particularly described in Clause 4 of Appendix 1 of these Terms of Use.
- 4.6 In the event that you have reason to believe or suspect that somebody has learned or discovered your Online PIN, Member number or date of birth, and/or gained access to the Online Account Service using your Online PIN, you must follow the procedure outlined in Clause 5 of Appendix 1 of these Terms of Use.
- 4.7 After your registration for the Online Account Service, we will never contact you to request your security credentials and we will not ask anyone else to do so on our behalf. If you receive such a request you must not supply your security credentials in any circumstances, and should report such activity to us immediately by contacting any of our Offices.
- 4.8 You are required to log out from and exit the Online Account Service when you are finished or no longer using the Online Account Service.
- 4.9 We shall be entitled (but not obliged) to record or retain copies of any communications made from, or Payment Orders or other form of instructions given by you, to us through or by means of the Online Account Service for security and verification purposes.
- 4.10 You are required to provide, use and maintain your own computer, Mobile Device or other equipment necessary to access the Online Account Service, including a computer and/or Mobile Device with a suitable browser and up-to-date security software. You should take all reasonable measures to ensure the security of any such computer, Mobile Device or other equipment which you may use to access the Online Account Service. The software used to provide the Online Account Service may be updated from time to time without notice to you.
- 4.11 You are advised to install a firewall for added security and to continuously update your anti-virus application.
- 4.12 We shall have no liability whatsoever in relation to any such equipment used by you or any software required or provided for the operation of the Online Account Service for the purposes of accessing the Online Account Service.

#### 5. Account Balances

5.1 You acknowledge that the stated balance on your Account quoted via the Online Account Service will reflect all Transactions processed or executed on such Account by the close of business on the Business Day preceding the day of quotation, but may not necessarily include any or all Transactions which were processed or executed thereafter. You also acknowledge that the balance quoted may also include or reflect Uncleared Transactions, and may be adjusted in the event that any Uncleared Transactions are subsequently returned unpaid or not duly Cleared in accordance with the Account Terms & Conditions.

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- 5.2 The stated balance on your Account quoted through the Online Account Service is not to be taken as conclusive evidence of the balance or state of your Account on any given day, and should not be so relied upon by you or anybody else.
- 5.3 We shall have no liability whatsoever to you or any other person in relation to or resulting from any loss or damages suffered as a result of any inaccuracy or error in relation to any stated balance or other information in relation to your Account as quoted via the Online Account Service.

#### 6. Statements

- 6.1 A Statement in respect of your Account shall be made available to you (as an e-statement) through the Online Account Service as required,, containing such information in relation to your Account as may be prescribed in Clause 6 of the Account Term & Conditions. You are invited to sign-up to receive e-statements when registering for the Online Account Service.
- 6.2 E-statements will generate on the Progressive Credit Union website. Strong Customer Authentication will apply. Once the SCA process is satisfactorily completed a statement can be retrieved directly from the website.
- 6.3 You should only access Statements on your Account through the Online Account Service in a safe and secure environment, and take all reasonable precautions to prevent any third party gaining access to same. In particular, you should not save Statements relating to your Account on any computer, Mobile Device or other electronic storage device not owned by you, and you should ensure that you close all browser windows in which any Statement or such other information on your Account is displayed after you are finished viewing such Statement or information.
- 6.4 You shall cease to have access to the Online Account Service in the event that your Account is closed or suspended (for whatever reason), or your right to use the Online Account Service is terminated or suspended by us, or you cancel your registration in respect of the Online Account Service. You should accordingly (and where possible) ensure that you download and save and/or print or otherwise retain a copy of such information on your Account as is available to you through the Online Account Service prior to the occurrence of any of the foregoing events in order to be able to access such information thereafter.
- 6.5 We may at our discretion issue you with a paper based Statement by post in lieu of making a Statement available to you through the Online Account Service. You agree that the provision of such a paper based Statement shall satisfy any obligations we have to you in relation to the issue or making available of a Statement under the Account Terms & Conditions and these Terms of Use.

## 7. Security, Maintenance & Availability

- 7.1 We shall put in place reasonable measures to ensure the security of the Online Account Service, and any email, telephone, online or other electronic communications we may have with you. However, you acknowledge and agree that the security of the Online Account Service and/or any such communications cannot be guaranteed by virtue of their nature, and may be intercepted by third persons or delivered incorrectly. You accept any risks which may arise as a result of any such interception or incorrect delivery.
- 7.2 We shall be entitled for security, maintenance, upgrade or other reasons to do any of the following from time to time:
  - o suspend or cancel your access and use of the Online Account Service (whether temporarily or otherwise and in whole or in part);
  - o change or amend the authorisation and authentication procedures or processes for enabling access to and use of the Online Account Service;

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- introduce, issue, withdraw or replace any Online PIN or other security or access procedures in relation to the Online Account Service.
- 7.3 We may operate such security and validation measures as we consider appropriate, including Strong Customer Authentication, as required by legislation and regulation in relation to any Payment Orders given to us through the Online Account Service. This can include without limitation contacting you by telephone or in writing to seek confirmation of such Payment Orders, but we shall not be obliged to do so on any particular occasion no matter how many times we have done so in the past. We shall not be liable for any failure or delay in executing any Transaction instructed by any such Payment Order which results from the application of such measures.
- 7.4 When you access the Online Account Service, where possible we shall ensure end-to-end encryption is applied, to provide for added security, confidentiality and integrity of the data.

#### 8. Mobile App

- 8.1 Our Mobile App enables you to access the Online Account Service via a Mobile Device.
- 8.2 In order to access the Online Account Service on a Mobile Device, you are required to download and install our Mobile App to your Mobile Device. There is no fee or charge payable to download our Mobile App to your Mobile Device.
- 8.3 To enable access to the Online Account Service through our Mobile App, you must be registered for the Online Account Service pursuant to Clause 2 of these Terms of Use.
- 8.4 Once you have downloaded and installed our Mobile App to your Mobile Device, you can avail of certain services, in addition to those listed in Clause 3.1 and to include without limitation the following:
  - o pay a bill; and
  - view existing Payees.
- 8.5 To access the Online Account Service via our Mobile App, you are required to submit your Member Number, date of birth and Online PIN (as provided to you on your initial registration pursuant to Clause 2 of these Terms of Use or as amended by you thereafter).
- 8.6 You should ensure that you are not overlooked by any other person when logging in to the Online Account Service via our Mobile App.
- 8.7 You must keep your Mobile Device secure and ensure that on the replacement of your Mobile Device, you delete our Mobile App from such Mobile Device.
- 8.8 You shall ensure that you are no longer registered for access to the Online Account Service via our Mobile App on the disposal of your Mobile Device.
- 8.9 If you wish to cancel access to the Online Account Service via our Mobile App, you are required to uninstall our Mobile App from your Mobile Device.
- 8.10 From time to time, updates to our Mobile App may be issued and depending on the update, you may not be able to access or use the Online Account Service via our Mobile App until you have downloaded the latest version of our Mobile App and accepted any new terms (as applicable).

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- 8.11 You shall be liable for any communications costs, as applied by your network provider and associated with accessing the Online Account Service via our Mobile App.
- 8.12 Whether or not you will be able to access the Online Account Service via our Mobile App outside of Ireland will depend on the service provided by your mobile network provider.
- 8.13 You acknowledge that separate charges may be charged by your mobile network provider when you access and use the Online Account Service via our Mobile App both in Ireland and outside of Ireland. You are advised to refer to your mobile network provider for further details and details of any such charges which may apply.

#### 9. Liability

- 9.1 To the maximum extent permissible by law, and save as otherwise provided, we shall have no liability whatsoever in respect of, and shall be indemnified by you against, any loss, damage or liability incurred by you or any other person arising out of or in connection with your use of the Online Account Service in the absence of any breach of these Terms of Use, wilful default, fraud or negligence on our part.
- 9.2 We shall have no liability to you whatsoever for any losses and financial consequences suffered by you as a result of:
  - o any fraud on your part;
  - o any failure on your part, whether intentionally or through gross negligence, to comply with your obligations under Clause 4.5 and 4.6 of these Terms of Use or any other provision of the Agreement relating to the use of the Online Account Service.
- 9.3 We shall not be liable to you or any other person for any loss of profit, consequential loss or indirect loss or damage whatsoever and howsoever occasioned to or suffered or incurred as a result of the operation or use of the Online Account Service.
- 9.4 We shall be entitled to engage and use such intermediaries, agents and other third parties as we see fit for the purposes of operating, maintaining or making available the Online Account Service executing any Transaction to or from your Account. Any such intermediary, agent or other third party shall be subject to appropriate confidentiality obligations.
- 9.5 We shall have no liability whatsoever to you or any other person in respect of any temporary suspension of access to the Online Account Service which is considered necessary or expedient in order to enable us to remedy, address or resolve any break down, malfunction or technical fault to the Online Account Service or any network or other connection enabling the operation of or access to the Online Account Service, or any (actual or potential) security threat or risk to or relating to the Online Account Service.
- 9.6 We shall have no liability whatsoever in respect of any delay or failure to perform any of our obligations to you under, or otherwise fail to comply with, these Terms of Use, where such delay or failure is due to or as a result of abnormal or unforeseeable circumstances beyond our reasonable control, or of any acts or omissions on our part which we consider necessary or appropriate to enable us to comply with any legal or regulatory obligations to which we are subject (including under or in relation to anti-money laundering, terrorist financing, fraud prevention, or as a result of any condition or direction imposed upon us by the Central Bank of Ireland).

## 10. Intellectual Property Rights

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The copyright and other intellectual property rights in the Online Account Service, and/or in any and all data, information, systems, processes, software or other material used or developed by or on behalf of Progressive Credit Union for the purposes of providing or making available the Online Account Service, shall remain vested, or upon their creation vest, at all times in Progressive Credit Union and/or its licensors (as applicable). You shall not obtain any rights, title or interests in any such materials or intellectual property rights relating to the foregoing by virtue of your use of the Online Account Service.

#### 11. Amendments to these Terms of Use

11.1 We may make amendments or variations to these Terms of Use from time to time at our discretion. Any such amendments or variations to these Terms of Use will be communicated via our website.

#### 12. Term & Termination

- 12.1 These Terms of Use are not subject to any minimum term and will continue in full force and effect until your Account is closed or the termination of your right to use the Online Account Service (whichever is sooner) without prejudice to any antecedent breach on your part of the Agreement.
- 12.2 We may (at our discretion) suspend or terminate your right to use the Online Account Service immediately in any of the following circumstances:
  - any of the circumstances listed in our Account Terms & Conditions as applicable to you;
  - o if you default in payment of any sum due or owing to us under these Terms of Use or any other agreement with us;
  - if we have reasonable grounds to suspect that you have used, or have permitted, facilitated or enabled (whether intentionally or due to negligence or recklessness on your part) any other person to use, the Online Account Service to commit or facilitate fraud or other illegal activity;
  - o on the closing of your Account; or
  - o if you have not accessed the Online Account Service for a period of 12 months or greater.
- 12.3 We may also withdraw your right to use the Online Account Service for any other reason whatsoever by giving you not less than two months' notice in writing.
- 12.4 You may cancel your registration in respect of the Online Account Service at any time by giving us written instruction.
- 12.5 Any withdrawal of your right to use the Online Account Service or cancellation of your registration shall be without prejudice to any of our respective rights and obligations under the Account Terms & Conditions, including without limitation to any continuing indebtedness which you may have to us, and/or to any indebtedness which you may have to us under these Terms of Use.

## 13. Joint Accounts

13.1 Each Joint Account Holder is entitled to receive an individual online PIN in respect of this account.

## 14. Club Accounts

- 14.1 Each Club Account Holder must sign the application for use of the Online Account Service.
- 14.2 One Online PIN will be issued per Club Account.

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14.3 Club Account Holders will be limited to access only to the Online Account Service. Transactions may not be carried out by Club Account Holders via the Online Account Service.

#### 15. Transaction Limits

We shall be entitled at any time to apply or otherwise set limits as to the Transactions you conduct using the Online Account Service, in particular as to the maximum amount per Transaction and/or the aggregate number or value of Transactions in any given period.

#### 16. About Us

Progressive Credit Union is registered as a credit union under the Acts and is regulated by the Central Bank of Ireland having its address at PO Box, 559, Dame Street, Dublin 2.

#### 17. Contact Details

Please refer to our website for details of our Office(s) and contact details.

#### 18. Communications

- 18.1 All communications with you shall be in the English language.
- 18.2 To facilitate Strong Customer Authentication it is imperative that the mobile phone number that we have registered for your account is correct. To view the number registered to you, log in to Online Banking and click the Personal Settings option. If any details are incorrect please contact Progressive Credit Union.
- 18.3 Save as may otherwise be provided herein, we may communicate with you by post, fax, email, telephone, through the Online Account Service and/or in person, subject to any applicable legal or regulatory requirements.
- 18.4 You must notify us immediately in writing of any change to your postal or email address. If you fail to do so, there is a risk that any correspondence or other items which we may send to you (including your Online PIN) may be intercepted, which could result in fraud on your Account or the unauthorised use of the Online Account Service.

## 19. Miscellaneous

- 19.1 In the event that we agree to provide you with additional services or facilities in connection with your Account from time to time, the provisions of such additional services or facilities shall be subject to such terms and conditions as may be notified to you at the time such additional services or facilities are first provided. In the event that there is any conflict between these Terms of Use and those additional terms and conditions, those additional terms and conditions will prevail.
- 19.2 A copy of these Terms of Use is available upon request at our Offices.
- 19.3 If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.
- 19.4 No waiver of any term of these Terms of Use on our part shall be deemed a further or continuing waiver of such term or any other term.

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## 20. Governing Law

- 20.1 These Terms of Use are subject at all times to the Rules and the Acts. In the event of any conflict between the provisions of the Rules and/or the Acts and these Terms of Use, the provisions of the Rules and/or the Acts (as applicable) shall prevail.
- 20.2 These Terms of Use are governed by and shall be construed in accordance with Irish law.
- 20.3 You hereby agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or matter arising in connection with these Terms of Use or generally with your Accounts.

## Addendum to

**Online Account Service Terms of Use** 

Additional Services (E-Signatures)

October 2019

#### Online Account Service Terms of Use

#### October 2019

#### 1. Introduction

- 1.1 This **Addendum No.1** to our Online Account Service Terms of Use governs the use of certain other services as referred to in Clause 3.1 of our Terms of Use, being services that allow our Members to complete certain loan related documents on-line through our computerised online system.
- 1.2 In this Addendum No.1 the following terms shall have the meanings assigned to them below:

**DocuSign** means *DocuSign Inc.* a corporation incorporated in the State of Delaware, United States of America and having its business address at Main Street, San Francisco, California, USA;

**DocuSign Service** means the on-line service provided by DocuSign which generates and allocates to users an E-Signature to enable such users to sign their name electronically on documents, being the service more particularly described and referred to on the DocuSign website at <a href="https://www.docusign.com">www.docusign.com</a>;

**E-signature** means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign an electronic document (and commonly referred to as a 'simple signature');

**Terms of Use** means our terms of use for the time being applicable to access and use of our Online Account Service (as available to Members through our web site), and including by cross reference therein our terms and conditions for the time being applicable to the operation of your Account with us.

- 1.3 The provisions of this Addendum No.1 constitute additional terms and conditions as referred to in Clause 19.1 of the Terms of Use.
- 1.4 Words and phrases used in the Terms of Use shall have the same meaning when used in this Addendum No.1.
- 1.5 In the event of any inconsistency between this Addendum No.1 and the Terms of Use, the provisions of this Addendum No.1 shall prevail.

#### 2. Other Services

- 2.1 Members who are registered for our Online Account Service are eligible to use that service to complete on-line certain loan related documents (such as loan applications and loan agreements) through our computerised online system, and for such purposes to access the DocuSign Service to sign (as applicable) such documents electronically.
- 2.2 The access to and use by Members of such service as referred to in Clause 2.1 shall be subject to the Terms of Use and the provisions of this Addendum No.1.
- 2.3 The access to the DocuSign Service as referred to in Clause 2.1 shall further be subject to such specific user related requirements as may be applied by DocuSign from time to time, including (for example) any requirement as to the user 's computer software and hardware or the user's security settings or user's consent to receipt of electronic notices.

#### 3. Use of E-Signatures

3.1 By providing access for any Member to the DocuSign Service as referred to in Clause 2.1, we thereby consent to such Member so accessing the DocuSign Service and using an E-signature attributed thereby to such Member to sign electronically any loan document as may be completed on-line through use of our computerised online system.

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- 3.2 By using an E-signature to sign any such loan document as referred to in Clause 3.1, such Member will be (and will be deemed to be) authenticating such document with the intention of so doing, and also waiving any right to execute such document in hard (paper) copy with a wet signature.
- 3.3 Unless we otherwise so advise, there is no requirement for any E-signature attributed to such Member pursuant to Clause 2.1 to be witnessed, and so that the legal efficacy of any such E-signature shall not be affected (save where witnessing is otherwise required by law) by the absence of any witnessing of the use by such Member of such E-signature.
- 3.4 Any loan document which a Member has signed with an E-signature attributed to such Member pursuant to Clause 2.1 shall be made available by us for viewing and downloading by such Member through our Online Account Service. No such loan document, or any copy of such signed loan document, will be made available by us to such Member in hard copy unless we otherwise so agree.
- 3.5 Any loan document which a Member has signed with an E-signature attributed to such Member pursuant to Clause 2.1 shall be stored by us on the banking platform hosted on our computer server and held subject to the terms of our lending privacy policy from time to time (as available on our web site).
- 3.6 To the extent that the operation of the DocuSign Service may result in the transfer to or storage by DocuSign of any personal data attributable to any Member, such personal data is subject to protection under applicable Irish and European Union law and must be held and secured by DocuSign accordingly.

#### 4. Miscellaneous

- 4.1 We may make amendments or variations to this Addendum No.1 from time to time at our discretion. Any such amendments or variations will be communicated via our website.
- 4.2 A copy of this Addendum is available upon request at our Offices or by downloading from our web site.
- 4.3 If any provision of this Addendum No.1 is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Addendum No.1, which shall remain in full force and effect.
- 4.4 No waiver by us of any provision of this Addendum No .1 shall be deemed a further or continuing waiver of such provision.
- 4.5 This Addendum No.1 shall be governed by and construed in accordance with Irish law. The Courts of Ireland shall have exclusive jurisdiction in relation to any claim or dispute arising hereunder.

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# Appendix 1

## **Online Payments Security Guidelines**

(incorporating EBA Guidelines 2014 on the Security of Internet Payments)

#### Online Account Service Terms of Use

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This **APPENDIX 1** to our Online Account Service Terms of Use contains detailed Guidelines to our Members relating to the security of online payments when using our Online Account Service.

These Guidelines have been drawn up by us to reflect the operation of our Online Account Service, and to accord with the guidelines on the security of online payments as issued in December 2014 by the European Banking Authority (see <a href="https://www.eba.europe.eu">www.eba.europe.eu</a>) as applicable to our Credit Union as a payment service provider.

#### 1. Hardware & Software Requirements

- 1.1 Members must use a browser such as Internet Explorer, Google Chrome, Firefox, Opera or Safari to access our Credit Union website and Online Account Service. It is your responsibility to ensure your browser is adequately protected with the appropriate security application.
- 1.2 When your browser and our server are establishing a secure session, they will exchange a secret code commonly referred to as a session key. The session key is used to encrypt all the data as it passes through the Internet, including your account details, Transactions and loan applications (if applicable). The information is decrypted only when it reaches your browser.
- 1.3 A digital certificate allows you to verify that your browser is communicating with our server and not another server. You are responsible for verifying that your browser indicates a digital certificate is in place when using the Online Account Service.
- 1.4 The Online Account Service requires cookies to function. A cookie is a piece of information that our server gives to your browser once you have logged in to the Online Account Service and a secure session is active. Without the information and data contained in the cookie, you would have to login every time you are asked to submit information from our server when using the Online Account Service. For more information on the use and operation of cookies, please see our Privacy Policy/Statement on our website.
- 1.5 The Online Account Service utilises several layers of technology to ensure the confidentiality and integrity of the Transactions. We use TSL Protocol (Transport Layer Security) to ensure that data cannot be read by other computers as it travels between your browser and our server during a secure session. Part of TSL Protocol involves use of a Message Authentication Code (MAC). Accordingly if a message is tampered with in transit, then your browser will not accept this message.
- 1.6 When you logout of the Online Account Service, the data and information stored on the cookie is deleted from our system. By logging out, you terminate your session on the Online Account Service securely. You are responsible for ensuring that you click the Logout button to successfully terminate your session and exit the Online Account Service.

#### 2. Submitting and Authorising a Payment Order

2.1 By submitting a Payment Order, you are permitting us to act on such Payment Order as given by you, or which appears to have been given by you and submitted via the Online Account Service. All Payment Orders given are irrevocable unless otherwise agreed by us.

- 2.2 You must provide the following information when submitting a Payment Order:
  - Name of the Payee;
  - BIC and IBAN and/or Sort Code and Account Number;
    and
  - Transaction amount/value.
- 2.3 You are responsible for the accuracy of the information provided when submitting a Payment Order via the Online Account Service.
- 2.4 The Online Account Service allows you to create and manage your Payee(s) from within the Online Account Service. To add a new Payee and subsequently action and authorise a Payment Order to such Payee, you are required to log in to the Online Account Service and click on the "Manage Payees" icon. Then select the "Add New External Account" Icon. You will then be directed to a page wherein you are required to submit details referable to the Payee as follows: 1) Name of Payee; 2) BIC & IBAN and/or Sort Code & Account Number (as applicable). A verification code may then be sent to your mobile phone using the mobile phone number you have provided on your initial registration for the Online Account Service. On receipt of the verification code, you are then required to input the verification code sent to your mobile phone on the Online Account Service to authorise and complete the addition of the new Payee and continue to the submission of a Payment Order. Alternatively, the Credit Union may contact you via the telephone to verify the information provided by you or verify such information with you in person in our Office.
- 2.5 When making a payment to a utility company by Direct Debit you should contact the company you want to pay. They will take you through the process, and then pass the details on to Progressive Credit Union. It's important to remember that a direct debit allows companies to: deduct different amounts from your account and deduct amounts at different times.
- To set up a standing order you are required to log into the Online Account Services, where the payee is a new payee you should set up a "New External Payee" in accordance with Clause 2.4 of this Appendix. Following this you are required to select the "Standing Order" Tab on the Homepage and select the new payee from the drop-down menu. You must also select a message for the receiver, an amount, a frequency of payment, the next processing date and a final payment date.

## 3. Applying for an Online PIN

- 3.1 When registering for access to the Online Account Service, you will be required to apply for an Online PIN.
- 3.2 When applying for an Online PIN in our Office(s), you will be required to provide the following verification documents:
  - o photographic identification in the form of a passport and/or driver's licence;
  - proof of address (dated within the previous three months);
  - o your mobile number; and
  - o your email address.

This information will be inserted into our system and used to update your Account accordingly. When your identity has been verified, an Online PIN will be generated randomly by the Online Account Service. To ensure

the security of your access to the Online Account Service, you will be required to sign an Online PIN request letter which we will be entitled to retain for our records. Your Online PIN will then be issued to you.

- 3.3 When applying for an Online PIN via our website, you will be required to complete all required fields on the online application form and insert the code as shown. On clicking "Submit Form", the online application form will be emailed to us. We will then contact you to confirm your identity and the validity of the Online PIN Request. Where your account information is not up to date we will inform you of this and ask you to update your account records before an Online PIN can be issued. Upon confirmation of the above from you we will then proceed to issue you with an Online PIN which will be sent to you by post to the address as provided.
- 3.4 In the event that the verification documents as applicable to your Account are out of date, we reserve the right to deny your request for an Online PIN. We will notify you of same by email or phone. You will be required to provide up to date photographic identification and proof of address within the previous six months before we can proceed to issue an Online PIN to you.
- 3.5 Strong Customer Authentication will be applied to the initial log-in to your Online Account.

#### 4. Lost Your PIN Service

- 4.1 In the event that you have lost your Online PIN, you can apply for a new Online PIN through the Lost Your PIN service available on our website. A new Online PIN will be issued to you in accordance with Clause 3.3 of this Appendix 1.
- 4.2 If you do not wish to use the Lost Your PIN service available on our website, you may call into our Office(s) to have a new Online PIN issued to you in accordance with Clause 3.2 of this Appendix 1.

## 5. Unauthorised Access to your Online Account Service

- 5.1 In the event that you have any reason to believe or suspect that somebody has learned or discovered your Online PIN, Member number or date of birth, and/or gained access to the Online Account Service using your Online PIN, you must:
  - o immediately make an application for a new Online PIN in accordance with Clause 3 of this Appendix 1 on our website or in our Office(s); and
  - o notify us immediately using the contact details on our website.
- 5.2 In the event that you have reason to believe or suspect fraudulent use of the Online Account Service, you must notify us immediately using the contact details on our website.
- 5.3 All reports made regarding suspicious or fraudulent use of the Online Account Service will be dealt with as a matter of urgency by our Credit Union during Office opening hours.
- 5.4 Following a report or identification of suspicious or fraudulent use of the Online Account Service, we reserve the right to suspend access to your Account pending completion of a full investigation by our Credit Union and the appropriate authorities (where necessary).
- 5.5 Access to your Account will not be restored until we are satisfied with the outcome of the investigation.

5.6 We reserve the right to issue a new Online PIN where necessary.

## 6. Log-In Attempts

- 6.1 Inactive sessions on our Online Account Service will result in the automatic termination of your access and will require you to log back in.
- 6.2 The maximum period after which an inactive session is automatically terminated on the Online Account Service website is 10 minutes, unless we advise you otherwise.

#### 7. Traceability

- 7.1 We shall put in place reasonable processes to ensure that all Transactions on the Online Account Service are appropriately traced.
- 7.2 Transactions on the Online Account Service are monitored and reviewed by our Credit Union prior to the processing of such Transactions and on a regular basis thereafter to prevent, detect and block fraudulent transactions.

## 8. Notification & Setting of Limits

- 8.1 The limit for each Transaction on the Online Account Service is €10,000, unless we advise you otherwise.
- 8.2 The limits may not be changed by Members on an individual basis.
- 8.3 We reserve the right to change the limits for the use of our Online Account Service from time to time at our discretion.

#### 9. Making a Security Related Complaint

- 9.1 Any queries, complaints, requests for support and notifications of security related incidents regarding the Online Account Service should be made by email to the email address listed on our website.
- 9.2 All queries, complaints, requests for support and handling of security related incidents will be dealt with by us during our Office opening hours.

## 10. Amendments

10.1 We may make amendments or variations to this Appendix 1 from time to time at our discretion. Any such amendments or variations to this Appendix 1 will be communicated via our website.

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