Terms and Conditions governing Capital Credit Union Ltd On-line Account Access

Capital Credit Union Ltd provides services to the Member through Capital Credit Union Ltd On-Line Account Access, subject to the Member's acceptance of the terms and conditions set out below.

Authority

You authorise us to accept and act on your instructions and to pay to and from your Account(s) the amounts involved when the transaction has been authenticated by the use of the security procedure we require you to follow.

If you have a joint account, we will act on the instructions of any one of you but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your account.

Definitions

Words in bold print in this Definitions Clause have the meanings respectively set under them when used in this Agreement and, where the context admits, the singular form shall include the plural form and vice versa.

Account
An account denominated in Euro (whether in sole or joint names) maintained with CAPITAL CREDIT UNION LTD and designated by the Member as an account which may be utilised in availing of the On-Line Account Access service.

Agreement
The agreement concluded between Capital Credit Union Ltd and the Member for the purposes of receiving any of the On-Line Account Access Services through CAPITAL CREDIT UNION LTD On-Line Account Access which consists of (1) the Registration Process(es); (2) these Terms and Conditions; (3) the Privacy Policy, including the Data Protection Notice and Website Security Notice(s) appearing on the Website from time to time. In the event of any conflict or ambiguity between any of these documents, then these Terms and Conditions will prevail.

CAPITAL CREDIT UNION LTD On-Line Account Access
The online system made available by Capital Credit Union Ltd for approx. 24 hours a day (subject to clause 15.3) to enable the Member to access and utilise Services via the internet and/or other internet technology-based telecommunication media by accessing the Website.

On-Line Account Access Services
The services which Capital Credit Union Ltd will supply, at its discretion, to a Member from time to time through CAPITAL CREDIT UNION LTD On-Line Account Access which may include (without limitation) allowing a Member to: (a) access to information on an Account, including the balance of, and details of recent transactions on, the Account; (b) request statements on an Account; (d) make a Funds Transfer; (e) make a bill payment; (f) apply for or access personal loan facilities; (g) access balance and other statement information in relation to other Capital Credit Union Ltd services provided to the Member;

Bill Payment Account
An account of a third party which has been set up by CAPITAL CREDIT UNION LTD or the Member for Bill Payment arrangements. The list of Bill Payments Accounts (which may be added to or changed by Capital Credit Union Ltd from time to time) will be made available to the Member who may then designate Bill Payment Account(s) from the list for Bill Payment and through the CAPITAL CREDIT UNION LTD On-Line Account Access.

Bill Payment
The transfer of funds by the Member for credit of a Bill Payment Account designated by the Member which is made at debit of a Nominated Account using the Capital Credit Union Ltd On-Line Account Access;

Business Day
A day on which Capital Credit Union Ltd is open for general business; "non business day" shall be construed accordingly.

Credit Union
A credit union for the purposes of the Credit Union Act 1997.

Member Service Adviser
An employee or agent of Capital Credit Union Ltd authorised to provide assistance to the Member in relation to the Member's use of CAPITAL CREDIT UNION LTD On-Line Account Access.

Data Protection Notice
The data protection notice which sets out the terms upon which the Member's personal data received in respect of this Agreement will be gathered and processed, and which is published on the Website as part of the Privacy Policy, together with any consents the Member has given to Capital Credit Union Ltd regarding use of his/her personal data.

Euro
The single currency of the participating member states of the European Union.

Funds Transfer
An Intra Account Transfer or an Inter Account Transfer or an International Payment.

Inter Account Transfer
The transfer of funds by the Member for credit of an account held by or with a credit institution other than Capital Credit Union Ltd, which is made at the debit of an Account using the Capital Credit Union Ltd On- Line Account Access Service.

International Payment
The transfer of funds by the Member for credit of an account outside Ireland, whether or not with CAPITAL CREDIT UNION LTD, which is made at the debit of an Account using the CAPITAL CREDIT UNION LTD On-Line Account Access, as Capital Credit Union Ltd may determine from time to time.

Intra Account Transfer
The transfer of funds by the Member: (i) for the credit of any other Account and/or any third party account maintained with Capital Credit Union Ltd, which is made at the debit of an Account using the CAPITAL CREDIT UNION LTD On-Line Account Access Service.

Mandated Account
An Account or any third party account maintained with CAPITAL CREDIT UNION LTD, or with a credit institution other than CAPITAL CREDIT UNION LTD, designated by the Member for receipt of funds through the CAPITAL CREDIT UNION LTD On-Line Account Access Service.

Nominated Account
Such of the Accounts as are designated by the Member for access through the Capital Credit Union Ltd On-Line Account Access Service.

Non-Business Day Period
Any non-business day or consecutive non business days preceding a Business Day, e.g. Sunday would constitute a Non-Business Day Period where Monday is a Business Day.

Personal Identification Number ("PIN")
The personal identification number, consisting of eight digits, allocated to the Member by Capital Credit Union Ltd for use in conjunction with the Username and Password, which the Member chooses, with Capital Credit Union Ltd's consent, through CAPITAL CREDIT UNION LTD On-Line Account Access Service. The

Member may change their PIN by using the feature contained in the On-line Account Access – Personal Details – Security Info section of the Website.

Privacy Policy
The document called "Privacy Policy" published on the Website from time to time.

Registration Process (es)
The process (es) which must be properly and fully completed by a Member applying to Capital Credit Union Ltd for the provision of On-Line Account Access Services using Capital Credit Union Ltd On-Line Account Access, including, but not limited to, application forms, online application forms and forms completed by the Member or by a Member Service Adviser on behalf of the Member, or information given to a Member Service Adviser by the Member.

SMS Message
A message sent using a short message service to or from telecommunication devices that use global system for mobile (GSM) communication.

Terms and Conditions
The terms and conditions governing the provision of the CAPITAL CREDIT UNION LTD On-Line Account Access to the Member, which are set out in this document, and such other terms and conditions as may be added to or substituted for them from time to time pursuant to the Agreement.

Member
A person who maintains an Account with Capital Credit Union Ltd. The Account Holder to whom (or, in the case of joint Accounts, to each of whom) is issued a Username, Password and PIN.

Website
Any page containing the URL www.capitalcu.ie

Use of CAPITAL CREDIT UNION LTD On-Line Account Access

1. **Availability and Security**

1.1 Capital Credit Union Ltd On-Line Account Access Services are only made available, subject to Clause 1.2, to a Member by Capital Credit Union Ltd in respect of Accounts in Capital Credit Union.

1.2 International Payments may be made to the credit of an account with any credit institution outside Ireland, as Capital Credit Union Ltd may determine from time to time.

1.3 CAPITAL UNION LTD On-Line Account Access (including the Services delivered through it), the Username, Password and PIN must be used by the Member strictly in accordance with this Agreement.

1.4

(a) The PIN (if requested) will be provided by CAPITAL CREDIT UNION LTD direct to the Member. The Member must not disclose the PIN whether directly or indirectly, to any other person (including, but not limited to, any account aggregation service provider) or record your Username, Password or PIN in any way that may result in them becoming known to another person. Should the Member know or think it possible that the Username, Password or PIN has become known to any other person the Member shall immediately effect a change to the PIN through Capital Credit Union Ltd.

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

(c The Member will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from the On-Line Account Access Service. The Member shall disconnect and exit CAPITAL UNION LTD On-Line Account Access Service when not availing of the Services.

1.5 International Payments are subject to the provision of the Financial Transfers Act, 1992, (as amended) and/or any like legislation applicable in Ireland or any other relevant jurisdiction from time to time) and are made available at the discretion of Capital Credit Union Ltd and as Capital Credit Union Ltd may determine from time to time.

2. Equipment

2.1 The equipment necessary for the Member to access Capital Credit Union Ltd On-Line Account Access Service shall be provided and be maintained by and at the expense of the Member and CAPITAL CREDIT UNION LTD may change the requirements for such equipment from time to time.

3. Indemnity

3.1 The Member undertakes with Capital Credit Union Ltd to comply strictly with this Agreement. The Member acknowledges that his or her compliance with this Agreement is designed to minimise the risk of unauthorised use of Capital Credit Union Ltd On-Line Account Access Service. The Member agrees to indemnify Capital Credit Union Ltd in full in respect of any loss or damages which may arise to Capital Credit Union Ltd, the Member or any third party as a consequence of the Member's non-compliance with this Agreement.

4. Instructions

4.1 Capital Credit Union Ltd shall be entitled, but not obliged, to record all communications from, or instructions given by, the Member to Capital Credit Union Ltd, or messages sent by CAPITAL CREDIT UNION LTD to the Member through Capital Credit Union Ltd On-Line Account Access Service.

4.2

(a) The Member shall ensure that all instructions given by the Member to Capital Credit Union Ltd through Capital Credit Union Ltd On-Line Account Access Services are accurate and complete, and that, where appropriate, he/she correctly identifies the Account and Balance Name to which any amount is to be credited or debited. In particular, prior to confirming any instruction to Capital Credit Union Ltd, the Member shall ensure that an instruction which is relayed back to the Member confirming the instruction that the Member sent through Capital Credit Union Ltd On-Line Account Access is the instruction which the Member intends to give. Capital Credit Union Ltd is entitled to rely on any instruction from the Member using Capital Credit Union Ltd On-Line Account Access, and, for the avoidance of doubt, the processing by CAPITAL CREDIT UNION LTD of any such confirmed instruction shall be final and binding on the Member.

(b) Capital Credit Union Ltd is authorised to provide the Member with account balance information in respect of all accounts currently or at any future time opened in the name of the Member with CAPITAL CREDIT UNION LTD

(c) Capital Credit Union Ltd is authorised to provide to the Member any or all of the Services which may be accessed and availed of through Capital Credit Union Ltd On-Line Account Access Services in accordance with the Member's instructions given to CAPITAL CREDIT UNION LTD through Capital Credit Union Ltd On-Line Account Access Service.

5. Transactions on the Account

5.1 The Member authorises Capital Credit Union Ltd to act upon any instruction to debit an Account received through CAPITAL CREDIT UNION LTD On-Line Account Access which has been transmitted using all or part of the Username, Password, PIN and/or any other authentication process which Capital Credit Union Ltd may require to be used in connection with Capital Credit Union Ltd On-Line Account Access without requiring Capital Credit Union Ltd to make any further authentication or enquiry, and all such debits shall constitute a liability of the Member. Where the Members' Account is maintained in joint names the liability of the Account Holders shall be joint and several.

5.2 The Member shall not create an unauthorised overdraft, exceed an approved limit on an Account or otherwise act in any manner contrary to any other terms and conditions applicable to an Account and/or the Services through the use of Capital Credit Union Ltd On-Line Account Access.
The Member accepts that all transactions on an Account of any nature are subject to the Account balance being available and transaction(s) on an account with uncleared funds of any nature may not be processed until such times as the balance is cleared and available.

5.3

(a) Upon receipt of instructions to effect a Bill Payment or an Inter Account Transfer Capital Credit Union Ltd will carry out the transfer instructions, will debit the Account and will effect the transfer within seven Business Days.

(b) Upon receipt of instructions from the Member to effect an Intra Account Transfer Capital Credit Union Ltd will carry out the instructions and will debit the Account within two Business Days.

5.4 Notwithstanding any other limit or authorisation (including any limit referred to in this Clause 5), whether in respect of any Account or otherwise the maximum aggregate amount which a Member may transfer using the On-Line Account Access Services (whether by Bill Payments, Fund Transfers, and/or otherwise) is EUR 12,000 during any Business Day, or during a Business Day and a preceding Non-Business Day Period.

5.5 Subject to Clauses 5.2, 5.4 and 5.7:

(a) the total value of Bill Payments which may be effected by a Member through Capital Credit Union Ltd On-Line Account Access Service is limited in aggregate to EUR 3,000 in any Business Day and the preceding Non-Business Day Period (if any). For the avoidance of doubt, the total value of Bill Payments effected during a Non-Business Day Period shall be taken into account in determining whether the EUR 3,000 aggregate limit has been reached during the next succeeding Business Day.

(b) the total value of Inter Account Transfers which may be effected by a Member through Capital Credit Union Ltd On-Line Account Access Service is limited in aggregate to EUR 3,000 in any Business Day and the preceding Non-Business Day Period (if any). For the avoidance of doubt, the total value of the Inter Account Transfers effected during a Non-Business Day Period shall be taken into account in determining whether the EUR 3,000 aggregate limit has been reached during the next succeeding Business Day.

(c) the total value of Intra Account Transfers which may be effected by a Member between the Accounts of a Member through CAPITAL CREDIT UNION LTD On-Line Account Access Service in any Business Day or non-business day is limited to the amount of the available balance on the Account to be debited at the relevant time (less any outstanding Bill Payments, fund Transfers and/or otherwise). Amounts above EUR 3,000 may require prior approval.

(d) the total value of Intra Account Transfers which may be effected by a Member to third party accounts maintained with CAPITAL CREDIT UNION LTD through Capital Credit Union Ltd Phone Banking and/or Capital Credit Union Ltd On-Line Account Access Service is limited in aggregate to EUR 3,000 in any Business Day and preceding Non-Business Day Period (if any). For the avoidance of doubt, the total value of transfers effected during a Non- Business Day Period shall be taken into account in determining whether the EUR 3,000 aggregate during the next succeeding Business Day; and

5.6 Entries in an Account in respect of Bill Payments and Fund Transfers shall be prima facie evidence that the transfer or debit represented thereby has been duly authorised and shall be binding on Capital Credit Union Ltd and the Member unless and until proved to the contrary.

5.7 Transactions in excess of €1,000.00 through CAPITAL CREDIT UNION Online Account Access Service may be subject to verification and acceptance by Capital Credit Union. This may take place on a date later than the date you authorised the transaction, which may affect the transaction date. In this event, Capital Credit Union will have no liability for the late transfer.

5.8 When using the On-Line Account Access Services each of Capital Credit Union Ltd and Member agree that they will not attempt to rely on any terms and conditions relating to the Accounts if to do so would be an attempt to repudiate the validity of the Member's instructions relating to the On-Line Account Access Services or the communications regarding the instructions sent to the Member by Capital Credit Union Ltd. Both Capital Credit Union Ltd and the Member agree that the instructions, information, communications and/or authorisations given through the On-Line Account Access Services shall be treated as satisfying any legal requirements for communication in writing.

6. Information on Account Balances and Statements

6.1 The Member acknowledges that any Account balance quoted through Capital Credit Union Ltd On- Line Account Access Service may be the balance at the relevant close of business for that Account on the Business Day prior to the day of the quotation and that the balance may not be appropriately adjusted to include any debit or credit (whether paper or electronic (including via SMS Message)) transactions processed or issued since the close of business. The Member accepts that, as the Account balance quoted may contain uncleared transactions, it may be adjusted in the event of non-payment of any such transactions and may not be fully up to date.

6.2 The Member shall carefully examine any account information (including Account statements and balances) received by the Member, or any other information provided by Capital Credit Union Ltd to the Member, through the On-Line Account Access Service from time to time and shall report any errors or omissions to Capital Credit Union Ltd in writing within 30 days from the date of despatch of such statements or receipt of such information. In the event that no error or omission is reported by the

Member within the time specified, Capital Credit Union Ltd shall be entitled to rely on the conclusiveness of the relevant statement of account as respects further transactions, provided that nothing herein will prevent CAPITAL CREDIT UNION LTD or the Member subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

7. Termination of the Agreement

7.1 Capital Credit Union Ltd may terminate the Agreement and withdraw Capital Credit Union Ltd On-Line Account Access:

(a) on giving the Member at least 10 Business Days prior written notice;

(b) immediately upon breach by the Member of any of the terms of this Agreement or where there are serious grounds for doing so and provided the Member is informed by notice in writing as soon as is reasonably possible after termination;

(c) immediately upon the death, bankruptcy or other contractual incapacity of the Member;

(d) if the Member has not accessed CAPITAL CREDIT UNION LTD On-Line Account Access in any period of 12 consecutive months; or

(e) if Capital Credit Union Ltd reasonably believes that any of the On-Line Account Access Services have been used negligently, illegally or fraudulently by the Member, or by a third party as a result of the Member's negligence or recklessness;

(f) if the Member ceases to be a Member

7.2 This Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated. The Member may terminate the Agreement at any time by giving CAPITAL CREDIT UNION LTD not less than 10 Business Days prior written notice to that effect, but without prejudice to the Member's liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

7.3 Notwithstanding the death or incapacity of the Member all payments made by Capital Credit Union Ltd at the debit of any Account, including the Nominated Account, shall be valid and binding upon the Member and the Member's estate or legal representative if made prior to the receipt by Capital Credit Union Ltd of written notice of such death or incapacity.

7.4 Capital Credit Union Ltd reserves the right to process or cancel any transactions in progress on termination of this Agreement or on suspension or withdrawal of the On-Line Account Access Services. CAPITAL CREDIT UNION LTD is not responsible for any loss the Member may incur as a result of any transaction not being processed as part of the On-Line Account Access Services after termination of the Agreement or after any suspension or withdrawal of the Banking Services.

8. Variations of the Agreement

Where CAPITAL CREDIT UNION LTD is not required to notify the Member otherwise by law, CAPITAL CREDIT UNION LTD may alter the Agreement from time to time. Any such alteration shall become effective and shall be binding upon the Member 14 days after notice of such alteration has been sent to the Member by any of the following means: through the post, by advertisement published in at least one national daily newspaper, by electronic message through Capital Credit Union Ltd On-Line Account Access Services including by notice on www.capitalcu.ie. The Member shall be entitled, upon receiving notice of any alteration to this Agreement, to immediately terminate the Agreement but without prejudice to any rights or obligations which have arisen prior the termination date, including the Member's liability for any indebtedness on any Account or which has otherwise arisen prior to that termination date.

9. Notices

9.1 Save where expressly provided, any notice required to be given by the Member to Capital Credit Union Ltd in connection with the subject matter of this Agreement shall be given in writing and sent through the post addressed to Capital Credit Union Ltd, Main Street, Dundrum, Dublin 14.

9.2 Save where expressly provided, any notice required to be given by Capital Credit Union Ltd to the Member in connection with the subject matter of this Agreement may be given by any of the following

means: through the post, by advertisement published in at least one national daily newspaper or by notice on www.capitalcu.ie.

10. Use of Information and Confidentiality

10.1 Subject to the terms of the Privacy Policy and Security Notice(s), and except to the extent that such disclosure is required under compulsion of law or pursuant to a direction or request issued by the Financial Regulator or other competent statutory or regulatory authority, Capital Credit Union Ltd shall ensure that all confidential personal data of a Member held by Capital Credit Union Ltd in relation to CAPITAL CREDIT UNION LTD On-Line Account Access Services shall only be accessible to Capital Credit Union Ltd, its agents or a company controlled by Capital Credit Union Ltd and shall be processed or used by them for purposes and in a way compatible with the discharge of CAPITAL CREDIT UNION LTD's obligation to the Member under the Agreement.

10.2 Capital Credit Union Ltd may use IP addresses to analyse trends, administer the site, track users' movements and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information

10.3 The Member shall ensure that all information obtained from Capital Credit Union Ltd by the Member relating to Capital Credit Union Ltd's operations, services, software, hardware and/or systems in connection with this Agreement shall be treated by the Member in strictest confidence and shall not be disclosed by the Member to any third party unless it is already in the public domain.

11. Intellectual Property

11.1 The Intellectual Property Rights in all data, information, systems, processes or other material used by or developed by CAPITAL CREDIT UNION LTD for the purposes of providing the On-Line Account Access Services or performing its obligations under this Agreement shall, or upon their creation, remain vested in Capital Credit Union Ltd or its licensors. The Member shall use such material only for the purpose of receiving the On-Line Account Access Services, as contemplated by this Agreement.

11.2 Save where otherwise specified, the Intellectual Property Rights and contents of all the Website are owned by CAPITAL CREDIT UNION LTD or its licensors. Reproduction of part or all of the contents of the Website in any form is prohibited without the prior consent of CAPITAL CREDIT UNION LTD, other than that a Member may print or download one copy of the contents of the Website for personal non-commercial use.

12. Data Protection

Capital Credit Union Ltd will comply with its obligations under the Data Protection Acts, 1988 and 2003 (as amended from time to time) as regards relevant data in its possession relating to the Member and shall make available for inspection by the Member any information held by Capital Credit Union Ltd about the Member in accordance with those Acts. The Privacy `Policy and Security Notice(s) published on the Website from time to time shall apply to the use of personal data relating to the Member and shall form part of this Agreement.

13. Liability for Defective Transactions

Subject to the Member's compliance with the Agreement and provided the Member has not acted fraudulently or in a negligent manner, Capital Credit Union Ltd shall accept liability for the non-execution or defective execution of a Funds Transfer effected through Capital Credit Union Ltd On-Line Account Access Service but such liability shall be limited to the amount of the unexecuted or defectively executed Funds Transfer.

14. Temporary Withdrawal of Service

14.1 In the event of a breakdown, fault or malfunction of, or connected to, any system used in connection with Capital Credit Union Ltd On-Line Account Access Service, or where there is a real or potential security risk, Capital Credit Union Ltd shall be entitled, without incurring any liability to the Member, to temporarily suspend the relevant On-Line Account Access Services or access to Capital Credit Union Ltd On-Line Account Access Services for such reasonable period as may be required to remedy, address or resolve the system issue.

14.2 Force Majeure: Capital Credit Union Ltd shall not be in breach of its obligations under this Agreement if there is any total or partial failure of performance of CAPITAL CREDIT UNION LTD's duties and obligations occasioned by 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 SMS Messages via any mobile phone network, 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 Capital Credit Union Ltd's control.

15. Security, Maintenance and Availability

15.1 The Member accepts that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In consequence CAPITAL CREDIT UNION LTD cannot guarantee the privacy or confidentiality of communications via such media although it will put in place security measures to protect these methods of communications.

15.2 From time to time it may be necessary to or desirable for security reasons, maintenance, upgrades or other reasons to:

(a) make certain or all of the On-Line Account Access Services unavailable to a Member; and/or
(b) delay implementation of any new Services; and/or
(c) withdraw, replace or reissue Usernames, Passwords, PINs and/or
(d) change authentication procedures or processes for accessing Capital Credit Union Ltd On-Line Account Access

and while Capital Credit Union Ltd will use reasonable endeavours to minimise any inconvenience caused to the Member the Member accepts that these events may occur and that CAPITAL CREDIT UNION LTD has no liability to it in the event of this happening. Where CAPITAL CREDIT UNION LTD changes authentication procedures for accessing CAPITAL CREDIT UNION LTD On-Line Account Access then, notwithstanding Clause 11 Capital Credit Union Ltd may introduce these procedures by giving instructions to the Member via the Capital Credit Union Ltd On-Line Account Access system in respect of which such procedures are being introduced.

15.3 The Member acknowledges that the On-Line Account Access Services may not be available during the period from 03.00 to 07.00 hours.

16. Agency

16.1 The Member agrees that he/she has entered into this Agreement for his/her own benefit and not for the benefit of another person, and may not subcontract or assign any of his/her rights or obligations under this Agreement. The Member acknowledges that Capital Credit Union Ltd enters into this Agreement for itself and as agent for any member of the Capital Credit Union Ltd Group where that member of the Capital Credit Union Ltd Group has an agreement with the Member in respect of a product or service to which the On-Line Account Access Services that are provided to the Member apply.

17. Help Desk

17.1 The Member may contact Capital Credit Union Ltd at Capital Credit Union Ltd on + 353 1 299 0400 in the event that the Member requires urgent assistance in resolving a difficulty encountered in relation to Capital Credit Union Ltd On-Line Account Access and/or information generally in relation to Capital Credit Union Ltd On-Line Account Access.

17.2 Telephone calls to the number quoted may be recorded or monitored. This is for your security and the security of our staff and also to verify transactions, improve service and for staff training

18. Governing Law

All relations established by Capital Credit Union Ltd with the Member prior to this Agreement being entered into, and this Agreement, are governed by and will be construed with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with them.

19. Severability

If, at any time, any provision of this Agreement (or any part of a provision of this Agreement) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability the remainder of this Agreement (including the remainder of a provision where only part thereof is or has become illegal, invalid or unenforceable).

20. Waiver

Any waiver by CAPITAL CREDIT UNION LTD of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on CAPITAL CREDIT UNION LTD's part to exercise or avail of any right, power or privilege that Capital Credit Union Ltd has or may have, operate as a waiver of any breach or default by the Member.

21. Language

The Agreement and all other documentation which will be provide by Capital Credit Union Ltd to communicate with the Member throughout the duration of the Agreement will be prepared in the English language, and all communications between CAPITAL CREDIT UNION LTD and the Member will also be conducted in the English language.

22. Charges

Capital Credit Union Ltd reserves the right to charge the Member and the Member agrees to pay the charges which apply when the Member uses the On-Line Account Access Services or any part of it.

23. Assignment and Sub-contracting

23.1 The Member may not assign, sub-licence, transfer or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations without the prior written consent of Capital Credit Union Ltd. Capital Credit Union Ltd reserves the right to sub-licence any of its rights or obligations under this agreement but any subcontracting shall not affect our responsibilities or liabilities

23.2 Capital Credit Union Ltd may, subject to prior notification to the Member, assign, transfer or otherwise dispose of all or any of our rights or obligations and Capital Credit Union Ltd may disclose to any potential assignee, disposee or subcontractor, as appropriate, such information regarding the Member and the Members affairs as we may see fit.