

Terms & Conditions

Welcome;

Member First Credit Union Ltd provides these services, to you the Member, through Member First Credit Union Ltd On-Line Account Access.

Member First Credit Union Ltd On-Line Account Access Services is a secure platform that allows our members to manage their account with us online.

This is subject to your acceptance of the terms and conditions that are set out below.

These terms and conditions are in addition to those already provided to you as a Member of the Credit Union.

By accessing your account online via the Credit Union website, you were directed to enter a username, a Personal Identification Number (PIN) and password, so only you have access to your account information.

By using your Username, PIN and Password ("Security Details") you agree to the following.

You should not disclose your Security Details to anyone, nor write the letters/numbers on any document that would associate it with Member First Credit Union Ltd or the Online Banking service.

You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

After the initial registration Member First Credit Union Ltd will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full.

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 Security Details to them under any circumstances.

You should report any such requests to Member First Credit Union Ltd immediately.

Please read the terms and conditions carefully, they apply in respect of all usage and transactions undertaken by you via the Service.

By using your Username, PIN and Password ("Security Details") you further agree to the following.

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.

Member First Credit Union Ltd. Online Account Access

The online system made available by Member First Credit Union Ltd for approx. 24 hours a day (subject to clause 18.3) to enable the Member to access and utilise Services via the internet and/or other internet technology-based telecommunication media by accessing the Website.

Account

An account denominated in Euro's (whether in sole or joint names) maintained with Member First 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 Member First Credit Union Ltd and the Member for the purposes of receiving any of the On-Line Account Access Services through Member First Credit Union Ltd On-Line Account Access which consists of (1) the Registration Process(es); (2) these Terms and Conditions; (3) the Privacy Notice, 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.

Bill Payment Account

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

Business Day

A day on which Member First 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.

Destination Account

An Account or any third party account maintained with Member First Credit Union Ltd,

or with a credit institution other than Member First Credit Union Ltd, designated by the Member for receipt of funds through the Member First Credit Union Ltd On-Line Account Access Service.

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 Notice, together with any consents the Member has given to Member First 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.

Inter Account Transfer

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

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 Member First Credit Union Ltd, which is made at the debit of an Account using the Member First Credit Union Ltd On-Line Account Access Service.

Member

A person who maintains an Account with Member First Credit Union Ltd and maintains a minimum share balance under the rules of Member First Credit Union Ltd. The Account Holder to whom (or, in the case of joint Accounts, to each of whom) is issued a Username, Passphrase and PIN.

Member Service Officer

An officer, employee or agent of Member First Credit Union Ltd authorised to provide assistance to the Member in relation to the Member's use of Member First Credit Union Ltd On-Line Account Access.

Nominated Account

Such of the Accounts as are designated by the Member for access through the Member First 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.

Online Account Access Services

The services which Member First Credit Union Ltd will supply, at its discretion, to a Member from time to time through Member First 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 Member First Credit Union Ltd services provided to the Member;

Personal Identification Number ("PIN")

The personal identification number, consisting of eight digits, allocated to the Member by Member First Credit Union Ltd for use in conjunction with the Username and Passphrase, which the Member chooses, with Member First Credit Union Ltd.'s consent, through Member First 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 Notice

The document called "Privacy Notice" published on the Website which may be amended from time to time.

Registration Process(es)

The process(es) which must be properly and fully completed by a Member applying to Member First Credit Union Ltd for the provision of On-Line Account Access Services using Member First 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 Member First 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.

Website

Any page containing the URL www.mfcu.ie.

Use of Member First Credit Union Ltd. Online Account Access

1. Availability and Security

- 1.1 Member First Credit Union Ltd On-Line account access services are only made available, subject to Clause 1.2, to a Member by Member First Credit Union Ltd in respect of accounts in Member First Credit Union.
- 1.2 Member First Credit Union Ltd On-Line account access (including the services delivered through it), the Username, Passphrase and PIN must be used by the Member strictly in accordance with this Agreement.
- 1.3 a) The PIN (if requested) will be provided by Member First 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, Passphrase 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, Passphrase or PIN has become known to any other person the Member shall immediately effect a change to the PIN through Member First Credit Union Ltd.
- b) 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 Member First Credit Union Ltd On-Line Account Access Service when not availing of the Services.

2. Equipment

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

3. Indemnity

- 3.1 The Member undertakes with Member First 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 Member First Credit Union Ltd On-Line Account Access Service. The Member agrees to indemnify Member First Credit Union Ltd in full in respect of any loss or damages which may arise to Member First 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 Member First Credit Union Ltd shall be entitled, but not obliged, to record all communications from, or instructions given by, the Member to Member First Credit Union Ltd, or messages sent by Member First Credit Union Ltd to the Member through Member First Credit Union Ltd On-Line Account Access Service.
- 4.2
- a) The Member shall ensure that all instructions given by the Member to Member First Credit Union Ltd through Member First 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 Member First 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 Member First Credit Union Ltd On-Line Account Access is the instruction which the Member intends to give. Member First Credit Union Ltd is entitled to rely on any instruction from the Member using Member First Credit Union Ltd On-Line Account Access, and, for the avoidance of doubt, the processing by Member First Credit Union Ltd of any such confirmed instruction shall be final and binding on the Member.
 - b) Member First 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 Member First Credit Union Ltd.
 - c) Member First Credit Union Ltd is authorised to provide to the Member any or all of the Services which may be accessed and availed of through Member First Credit Union Ltd On-Line Account Access Services in accordance with the Member's instructions given to Member First Credit Union Ltd through Member First Credit Union Ltd On-Line Account Access Service.

5. Transactions on the Account

- 5.1 The Member authorises Member First Credit Union Ltd to act upon any instruction to debit an Account received through Member First Credit Union Ltd On-Line Account Access which has been transmitted using all or part of the Username, Passphrase, PIN and/or any other authentication process which Member First Credit Union Ltd may require to be used in connection with Member First Credit Union Ltd On-Line Account Access without requiring Member First 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 Member First 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 pro-

cessed 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 Member First Credit Union Ltd will carry out the transfer instructions, will debit the Account and will affect the transfer within seven Business Days.
- b) Upon receipt of instructions from the Member to effect an Intra Account Transfer Member First Credit Union Ltd will carry out the instructions and will debit the Account within seven 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 10,000 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 Inter Account Transfers, including Bill Payments, which may be effected by a Member through Member First Credit Union Ltd On-Line Account Access Service is limited in aggregate to EUR 10,000 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, including Bill Payments, effected during a Non-Business Day Period shall be taken into account in determining whether the EUR 10,000 aggregate limit has been reached during the next succeeding Business Day.
- b) the total value of Intra Account Transfers which may be effected by a Member between the Accounts of a Member through Member First 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 10,000 may require prior approval.
- c) the total value of Intra Account Transfers which may be effected by a Member to third party accounts maintained with Member First Credit Union Ltd through Member First Credit Union Ltd Phone Banking and/or Member First Credit Union Ltd On-Line Account Access Service is limited in aggregate to EUR 10,000 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 10,000 aggregate during the next succeeding Business Day.
- 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 Member First Credit Union Ltd and the Member unless

and until proved to the contrary.

- 5.7 All transactions using the service are subject to verification and acceptance by Member First Credit Union Ltd. Any record of a transaction generated by your personal computer will be for your convenience only, and is not binding on Member First Credit Union Ltd.
- 5.8 When using the On-Line Account Access Services both Member First Credit Union Ltd and the 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 Member First Credit Union Ltd. Both Member First 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 Member First 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 Member First 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 Member First 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, Member First 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 Member First 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 Member First Credit Union Ltd may terminate the Agreement and withdraw Member First 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 Member First Credit Union Ltd On-Line Account Access in any period of 12 consecutive months;
- e) if Member First 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 Member First 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 Member First 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 Member First Credit Union Ltd of written notice of such death or incapacity.

7.4 Member First 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. Member First 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 on-line services.

8. Variations of the Agreement

8.1 Where Member First Credit Union Ltd is not required to notify the Member otherwise by law, Member First 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 Member First Credit

Union Ltd On-Line Account Access Services including by notice on www.MemberFirstcu.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 Member First Credit Union Ltd in connection with the subject matter of this Agreement shall be given in writing and sent through the post addressed to Member First Credit Union Ltd, Artane Roundabout, Malahide Road, Dublin 5.
- 9.2 Save where expressly provided, any notice required to be given by Member First 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 the Member First Credit Union Ltd website.

10. Use of Information and Confidentiality

- 10.1 Subject to the terms of the Privacy Notice 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, Member First Credit Union Ltd shall ensure that all confidential personal data of a Member held by Member First Credit Union Ltd in relation to Member First Credit Union Ltd On-Line Account Access Services shall only be accessible to Member First Credit Union Ltd, its agents or a company controlled by Member First Credit Union Ltd and shall be processed or used by them for purposes and in a way compatible with the discharge of Member First Credit Union Ltd's obligation to the Member under the Agreement.
- 10.2 Member First Credit Union Ltd may use IP addresses to analyse trends, administer the site, track users' movements and gather broad demographic information for aggregate use.
- 10.3 The Member shall ensure that all information obtained from Member First Credit Union Ltd by the Member relating to Member First 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 Member First 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 Member First 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 Member First 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 Member First 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

- 12.1 Member First Credit Union Ltd will comply with its obligations under the Data Protection Acts, 1988 to 2018 (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 Member First Credit Union Ltd about the Member in accordance with those Acts. The Privacy Notice 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

- 13.1 Subject to the Member's compliance with the Agreement and provided the Member has not acted fraudulently or in a negligent manner, Member First Credit Union Ltd may accept liability for the non-execution or defective execution of a Funds Transfer effected through Member First Credit Union Ltd On-Line Account Access Service but such liability shall be limited solely 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 Member First Credit Union Ltd On-Line Account Access Service, or where there is a real or potential security risk, Member First 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 Member First 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: Member First 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 Member First 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 Member First 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 Member First 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, Passphrases, PINs and/or
 - d) change authentication procedures or processes for accessing Member First Credit Union Ltd On-Line Account Access and while Member First 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 Member First Credit Union Ltd has no liability in the event of this happening. Where Member First Credit Union Ltd changes authentication procedures for accessing Member First Credit Union Ltd On-Line Account Access then, notwithstanding Clause 11 Member First Credit Union Ltd may introduce these procedures by giving instructions to the Member via the Member First Credit Union Ltd On-Line Account Access system in respect of which such procedures are being introduced.

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 Member First Credit Union Ltd enters into this Agreement for itself and as agent for any member of the Member First Credit Union Ltd Group where that member of the Member First 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 Member First Credit Union Ltd on + 353 018513400 in the event that the Member requires urgent assistance in resolving a difficulty encountered in relation to Member First Credit Union Ltd On-Line Account Access and/or information generally in relation to Member First Credit Union Ltd On-Line Account Access during normal business hours.
- 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

- 18.1 All relations established by Member First 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

- 19.1 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

- 20.1 Any waiver by Member First 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 Member First Credit Union Ltd.'s part to exercise or avail of any right, power or privilege that Member First Credit Union Ltd has or may have, operate as a waiver of any breach or default by the Member.

21. Language

- 21.1 The Agreement and all other documentation which will be provide by Member First 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 Member First Credit Union Ltd and the Member will also be conducted in the English language.

22. Charges

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

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CU Online T&C's

Member First Credit Union, Ltd. is regulated by the Central Bank of Ireland