

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

Mobile App means a computer program designed to run on mobile devices such as mobile phones, tablets, palm tops or similar device.

Account means an account opened by a member with the authority of Inishowen CU which may be accessed by the member through use of the mobile app on a 24 hour basis subject to the Terms and Conditions;

Member means a member of Inishowen CU authorised by Inishowen CU to use the Inishowen CU mobile app and Inishowen CU services associated with the use of the app subject to the Terms and Conditions;

Services means those Services from time to time provided by Inishowen CU to its members which may be accessed and utilised by a member through the Mobile App.

Terms and Conditions means these Terms and Conditions, as amended, extended, or replaced by Inishowen CU from time to time;

Inishowen CU is making this Mobile App available to its members and the installation of the Inishowen CU Mobile App on your mobile device is taken as agreement to the following terms and conditions.

## **Use of the Mobile App**

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The member is entitled to use the Mobile App for their own use only and this entitlement is subject to agreement and compliance with all these terms and conditions, and our privacy policy which can be found on [www.inishowencu.ie](http://www.inishowencu.ie). This Mobile App is solely for the use of Inishowen CU members who have registered for online access to their account.

Inishowen CU may in its absolute discretion without assigning any reason, refuse to accept a request for registration.

You are granted a limited, non-exclusive, non-transferable licence to use the Inishowen CU Mobile App solely for your own personal, non-commercial purposes

## **Exclusion of Liability**

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Every effort is made to ensure that information provided via the Mobile App is as up to date as possible at the time of viewing. Inishowen CU takes no responsibility for any loss suffered as a result of the information provided not being accurate or up to date.

It is the member's responsibility to ensure that all information provided by them in relation to any transaction initiated via the Mobile App is accurate and Inishowen CU accepts no responsibility for delay or error caused by inaccurate or erroneous instructions.

Members are responsible for ensuring the security of all data in relation to access to the Mobile App. Members should ensure that they keep their mobile passwords or access codes private and secure and are not overlooked as they sign into the Mobile

App. Inishowen CU accepts no responsibility for any loss or damage as a result of the member failing to do this.

You acknowledge that information given through the Inishowen CU Mobile App is as up to date as our systems permit at the time of your use or enquiry. We will not be liable for any loss suffered by reason of any information not being accurate or up to date

All mandates and all conditions applicable to the accounts and services accessible via the Inishowen CU Mobile App, including without limitation all applicable charges, remain in full force and effect. If there is an inconsistency between the relevant mandates and account conditions, and these terms, the relevant mandates and account conditions will apply. Our terms and conditions are available upon request at our head office.

## **Security**

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We cannot guarantee the privacy or confidentiality of any information communicated by mobile, and by using the Inishowen CU Mobile App you accept that communications may not be free from interference by third parties and may not remain confidential.

You acknowledge that mobile communications service providers may be obliged to store message content for a period of time for legal reasons. This obligation is covered in the terms and conditions of use published by the mobile communications service providers.

## **Risk**

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Members use the Mobile App at their own risk and all responsibility for any liability or loss from the installation or use of the Mobile App rests with the member and Inishowen CU accepts no liability whatsoever for any loss incurred.

We do not make any representations or warranties of any kind, either express or implied. We make no representations, warranties or undertakings that the Inishowen CU Mobile App, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. All use by you of the Inishowen CU Mobile App is at your own risk, and you assume complete responsibility for, and for all risk of loss resulting from, your installation and / or use of the Inishowen CU Mobile App

## **Legislation**

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

## **Amendments**

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Inishowen CU reserves the right to update the Mobile App as required by way of content, appearance, performance, functionality and terms and conditions without notice from time to time. Members who do not agree with any change in terms and conditions should uninstall the Mobile App.

The availability of the Mobile App may be suspended by Inishowen CU, without notice to you, for operational reasons from time to time and in this event no liability attaches to Inishowen CU.

## **Right of Inishowen CU to information on this Mobile App**

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The information contained on the Mobile App may not be copied, transmitted, amended or reproduced in any form whatsoever without the prior written consent of Inishowen CU.

The contents of the mobile app are the copyright of Inishowen CU. All rights, save as expressly granted, are reserved. Reproduction in any form of any part of the contents of the Mobile App without our prior written consent is prohibited unless for personal use only.

## **Personal Data**

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We are registered with the Data Protection Commissioner as a data controller and are conscious of our duties under applicable data protection legislation. Please refer to our data protection policy which is available upon request from head office and also to our privacy policy which can be found on [www.inishowencu.ie](http://www.inishowencu.ie)

By agreeing to be bound by the Terms and Conditions, you are consenting to us collecting and storing certain personal data about you. Inishowen CU cannot guarantee the privacy of confidentiality of information relating to you that is communicated by mobile. In installing the Mobile App and in availing of any of the Services / information available via the App, you are deemed by the Terms and Conditions to accept that mobile communication may not be free from interference by third parties and may not remain confidential. In all circumstances, the use by you of the Mobile App is at your sole risk. Inishowen CU's provision of the Mobile App complies with its data protection requirements as a data controller. Your mobile communications service provider may for legal reasons have to retain the content of mobile phone messages for a specific period. This will be contained in your agreement with your service provider.

## **Costs**

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All communications cost associated with accessing the Mobile App are at the member's expense.

## **Termination**

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Inishowen CU may terminate and withdraw access to the Mobile App to members as follows:-

(i) immediately upon breach by a member of any of the Terms and Conditions of use of the Mobile App;

(ii) immediately upon the bankruptcy or other contractual incapacity of the member;

(iii) if Inishowen CU reasonably believes that any of its Services to members have been used negligently, illegally or fraudulently by the member or by a third party as a result of the member's negligence or recklessness;

(v) Inishowen CU reserves the right to process or cancel any transactions in progress on termination of a member's right to use the Inishowen CU Mobile App or on suspension or withdrawal of the member's Services. Inishowen CU is not responsible for any loss a member may incur as a result of any transaction not being processed as part of the Services after termination of same or after any suspension or withdrawal of the Services. When membership of the credit union is terminated, members should uninstall the Mobile App from their phone or mobile device. Members may discontinue their use of the Mobile App by uninstalling it at any time.

## **Governing Law**

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The Terms and Conditions and use of this website are governed by the Laws of Ireland and any dispute regarding this website shall be subject to the exclusive jurisdiction of the Courts of Ireland.

## **General**

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

Clause headings in these Terms and Conditions are for reference purposes only and shall not be used to construe or determine the meaning of any or all of these Terms and Conditions.