

Usage: Terms & Conditions of Serve and Protect CU

1. Definitions

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

'Account' means an account opened by a member with the authority of Serve and Protect CU ('the Credit Union') which may be accessed by the member upon a 24 hour basis subject to these Terms and Conditions;

'Member' means a member of the Credit Union authorised to use the website and associated services subject to these Terms and Conditions;

'Registration process' means the application, registration and activation of a member applying for use of the Members Access area of the website.

'Services' means those website and other services from time to time provided by the Credit Union to its members which may be accessed and utilised by a member through the website.

'Terms and Conditions' means these Terms and Conditions, as amended, extended, or replaced by the Credit Union from time to time.

'Website' means the Internet website owned and operated by the Credit Union pursuant to the Terms and Conditions.

1.2 The website is owned and maintained by the Credit Union. The use of the website is subject to the Terms and Conditions, which should be read carefully. By using the website, you agree to be legally bound by the Terms and Conditions. If you do not accept these Terms and Conditions, please do not use the website.

1.3 A member shall indemnify and hold the Credit Union harmless from all loss, damage, costs and expenses suffered by it as a result of any breach by the member of the Terms and Conditions.

1.4 In these Terms and Conditions, the singular shall include the plural and vice versa and reference to any gender shall include all genders.

2. Use of Website

2.1 The information, services and details on the website are intended for use by members of the Credit Union and are not intended for use by any other persons.

2.2 The website is designed to be accessed by members of the Credit Union and it is also intended to allow existing members to register for online membership and to access the Services.

2.3 Members must be aged 18 years or over and must have completed and submitted the Credit Union registration process and / or requested registration and complied with its registration process.

2.4 The Credit Union may in its absolute discretion without assigning any reason, refuse to accept a member's registration application and / or request for registration.

3. Exclusion of Liability

3.1 The Credit Union has taken all reasonable steps to ensure the accuracy and completeness of the information on the website. However, it gives no warranty and makes no representation regarding the accuracy or completeness of the content of the website. Consequently, it accepts no liability for any losses or damages (whether direct, indirect, special, consequential or otherwise) arising out of errors or omissions contained on the website. Further, no warranty is given that the website shall be available on an uninterrupted basis, and no liability can be accepted in respect of loss or damages arising out of such unavailability. We accept no liability in respect of losses or damages arising out of or changes made to the contents of the website by unauthorised third parties.

4. Risk

4.1 Access to and use of the website is at the member's own risk and whilst all reasonable care is taken the Credit Union does not warrant that the use of the website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection.

5. Legislation

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

6. Amendments

6.1 The contents of the website and any information contained on the website are subject to change and to being updated without notice from time to time.

7. Right of the Credit Union to information on this website.

7.1 The Credit Union holds exclusive title to the information contained on the website which may not be copied, transmitted, amended or reproduced in any form whatsoever without the prior written consent of The Credit Union.

8. Personal Data

8.1 We collect and hold your data in accordance with our registration with the Information Commissioner's Office and in line with all current data protection regulation. A copy of our Privacy Notice can be found on website or requested by contacting Serve and Protect CU. We use your data for the running of your account with us and will never sell on your data to third parties for marketing purposes. Whilst we make every effort to keep your data secure, internet communication may not be free from interference by third parties. By using the website you are deemed to accept this risk.

9. Copyright

9.1 The contents of the website are the copyright of the Credit Union. All rights, save as expressly granted, are reserved. Reproduction in any form of any part of the contents of the website without our prior written consent is prohibited unless for personal use only.

10. Advice

10.1 The contents of the website do not purport to provide any financial, investment or professional advice and nothing on the pages of the website shall be deemed to constitute the provision of financial, investment or other professional advice in any way.

11. Internet Communications

11.1 In order to maintain the security of its systems, protect its staff and detect fraud and other crimes, the Credit Union reserves the right to monitor all Internet communications, including web and email traffic, into and out of its domains. Monitoring includes checks for, but not limited to:-

- (i) virus and other malignant code;
- (ii) criminal activity; and
- (iii) use or content which is unauthorised as being in breach of the Credit Union rules and/or policy as may be determined by the Membership or Board of Directors respectively, from time to time.

12. Online Service to Members

12.1 The Credit Union will supply, at its discretion, to a member from time to time services which may include (without limitation) the following:-

- (a) Access to information on a member's account, including the balance of, and details of recent transactions on, the account;
- (b) Request statements of account(s).
- (c) Apply for or access personal loan facilities.
- (d) Access to information in relation to other online services for members.

12.2 The Credit Union services must be used by members strictly in accordance with the Terms and Conditions.

12.3 The Credit Union members may only avail of the Services if they follow and agree to accept the procedures for registering as an online member.

12.4 The member shall disconnect and exit online member's services when they are finished.

13. Authority to the Credit Union

13.1 The member authorises and instructs the Credit Union to act on all instructions and requests that are received through the website provided the instructions and requests are made by use of the relevant account number. The Credit Union may however from time to time require other additional means of personal identification although it shall not be obliged to do so and it may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.

13.2 The Credit Union may decline to act on any instruction or request for information received through the website when providing assistance to a member if it believes that the Service is being accessed and or used in an irregular or unauthorised manner. Where any such belief is held in good faith the Credit Union shall not be liable for any consequences of having declined to act on any such instruction or request for information.

13.3 The Credit Union is not obliged to cancel or amend any instruction or request that is received from a member. The Credit Union shall use reasonable efforts to act on a request of a member for cancellation or amendment prior to execution of the request or instruction but shall have no liability if it does not do so, unless its acts or omissions have amounted to negligence.

13.4 The Credit Union may decline to act on any instruction or request until it has been confirmed in writing and signed by a member. The Credit Union reserves the right to not act on any instruction or request received otherwise than by means of a written communication.

13.5 A member may not use the website or Services to create any indebtedness to the Credit Union. Any instruction for an account transfer or other transaction involving a withdrawal from an account received through the Services will require the member to have sufficient cleared funds in the account to enable the Credit Union to complete the instruction.

13.6 The Credit Union reserves the right to contact any member by telephone or by any other reasonable means of communication if it wishes to clarify or seek instruction from a member in respect of the Services.

14. Links to other sites

14.1 The website may contain links to third party websites. These links are provided solely as a convenience to members. The Credit Union is not responsible for the content of links to third party sites and does not make any representation regarding the content or accuracy of materials on such third party websites. If a member wishes to access links to third party websites, he shall do so at his own risk.

14.2 No links may be made from the website to third party websites without The Credit Union's prior permission in writing.

15. Termination

15.1 The Credit Union may terminate and withdraw Services to members as follows:-

- (i) On giving a member at least 10 business days prior written notice;
- (ii) Immediately upon breach by a member of any of the Terms and Conditions of use of the website;

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- (iii) Immediately upon the bankruptcy or other contractual incapacity of the member;
- (iv) If it 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) It reserves the right to process or cancel any transactions in progress on termination of a member's right to use the Credit Union internet website or on suspension or withdrawal of the member's Services. It 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.

16. Commitment to Keeping Login Information Secure

16.1 The member agrees to keep their PIN and login information secure from third parties. Precautions that Serve and Protect CU recommends members should adhere to where possible are covered (but are not limited to) the following list;

i. Never write login details down. ii. Never send login details through email. iii. Never include login details in a non-encrypted stored document. iv. Never tell anyone your login details. v. Never reveal your login details over the telephone. vi. Never hint at the format of your login details. vii. Never reveal or hint at your login details on a form on the internet. viii. Report any suspicion of your login details being compromised to the Credit Union. ix. Be careful about letting someone see you type in your login details.

16.2 The member agrees to use the website with caution when connected to the internet at insecure locations where their data is easier to steal, including (but not limited to) shops and cafes.

16.3 The member agrees not to access insecure sites whilst using the service and to ensure the web pages you are using are encrypted with a security padlock in the URL.

17. General

17.1 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 England, Northern Ireland, Scotland and Wales.

17.2 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.