

## Terms of Use of our Online Banking site

### Definitions

“AISP” means an account information services provider which provides aggregate online information to you, including balance, payment history and other information available to you on one or more of your online accessible Account(s) with us.

“Avantcard” is the registered trading name of Avantcard DAC in the Republic of Ireland.

"Account" means the credit card account opened by us in your name which records the amounts that you owe us.

"Card" means the credit card issued by us, which allows you to make transactions.

"Online Banking" means the facility to allow you to access your Account online - view your statements, change your personal details, make transactions and any other functions that we notify to you.

"eStatements" means that statements are provided in an electronic format, available by logging into your Online Banking account.

"Password/Username" means the combination of letters; numbers and characters that you have chosen to allow you to access Online Banking.

"Security Information" means the information that you give to us before you access Online Banking for the first time and which we will use to identify you.

"We", "us" and "our" mean Avantcard.

"You", "your" and "yours" means the person who holds an Account with us.

### 1. Registering for Online Banking

1.1 When you have received your card, you will need to register for online banking to activate it. When you register, you accept these Terms of Use.

1.2 In order to use Online Banking, you must register to use the service by following the instructions on the Online Banking site.

1.3 Once you have registered for Online Banking, you will be able to carry out such activities as we tell you are available, subject to the service being available.

1.4 You do not need to register separately to use Online Banking on your mobile device.

### 2. Using our services

2.1 You must provide us your up to date contact details, including your email address and mobile phone number, and that you tell us about any changes to these details.

2.2 Statements on your Account shall be available online or via post.

2.3 We may, but we do not have to, send you an email each month to the e-mail address you have given us, to let you know that your statement is ready to view online.

- 2.4 We will not be responsible if any e-mail notification is not received by you for any reason, including because your e-mail address has changed and you have not told us, or it has become invalid, or due to systems failure, interruptions in communications systems or other similar reasons.
- 2.5 If you do not receive an email notification before the date on which your payment is due, you should log into Online Banking or contact us. Even if you have not received our e-mail or any other notification, or you have not been able to access your statement online, you must still pay at least the minimum repayment on your Account and on time.
- 2.6 We may send you emails about online banking and other services and products that we provide. If you do not wish to receive emails about our products and services you can update your preferences in the Settings menu of your Online Banking account.
- 2.7 Instead of notification by email, we may choose to send you notification by other means, including other electronic means such as SMS or any other suitable method.
- 2.8 We may perform fraud prevention checks before carrying out your instructions and may refuse to do so where we reasonably believe that the instruction is not lawful, or is subject to fraud, or where Online Banking is being misused.
- 2.9 We may terminate, withdraw or suspend all or part of your use of Online Banking if we have reasonable grounds to believe that these services are being used fraudulently, or the use is unauthorised, or there is a risk that you will be unable to repay what you owe.

### **3. Availability**

- 3.1 We cannot guarantee that Online Banking will be available at all times and we may terminate, withdraw or suspend the use of these services, in whole or in part, at any time. If we do this, we will have no liability whatsoever for any damage, loss or inconvenience caused by your inability to use Online Banking during this downtime.

### **4. Security**

- 4.1 When you first use Online Banking, you must set up an online Password,/Username and provide us with certain security information.
- 4.2 You must never:
- 4.2.1 write down your Password/Username or the security information you have given us, unless you do this in a way that would make it impossible for anyone to recognise it;
  - 4.2.2 tell anyone your Password/Username or security information;
  - 4.2.3 allow anyone else to access your Account on Online Banking.
- 4.3 You must:
- 4.3.1 make sure that your Password/Username or security information is not kept (by a browser or any other software) so that they could be found and used by someone else;
  - 4.3.2 tell us if you think that someone else knows or may have access to your Password/Username or security information or if you have forgotten your Password/Username or security information

4.4 You are responsible for ensuring that any information held on your computer or mobile device is kept secure and confidential. We recommend that you use a Password/Username on your computer to protect your information.

## **5. Our responsibility and your responsibility**

5.1 We will not be liable for any loss of transmitted information, or for viruses or other contaminating properties which may be transmitted. You have sole responsibility for ensuring the adequate protection of your system, for the backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for viruses or other destructive properties.

5.2 You are responsible for obtaining and maintaining your own compatible computer system, mobile device, software and communication lines required by you to access Online Banking properly. We have no responsibility or liability in respect of the equipment you use.

5.3 You are responsible for all telecommunication and similar charges incurred by you in gaining access to and using Online Banking.

5.4 We will do all that we reasonably can to prevent unauthorised access to Online Banking and to keep these services secure, provided that you have complied with condition 4.

5.5 We are not responsible for any misuse of Online Banking by you or anyone else, nor for any disclosure of confidential information by us where you have failed to take reasonable precautions to protect your Password/Username and security information, or to let us know of any changes, or where you have otherwise acted fraudulently or with gross negligence.

5.6 Where you engage an AISP to provide services involving your online accessible accounts, they will have access to view accounts that you provided them with consent to view.

5.7 We are not responsible for how your online information is used by any AISP appointed by you.

5.8 Use of your data by any AISP shall be governed by the contract or agreement between you and that AISP. You are responsible for providing explicit consent to any AISP to provide account information services to you.

## **6. Changes**

6.1 We may change the functions available through Online Banking from time to time.

6.2 We may make changes to these Terms of Use, including introducing new terms, or terminating Online Banking for any of the reasons set out in your card agreement with us. If we do this, we will give you at least one month's advance notice if the change is to your disadvantage. We may give this notice by providing the new terms of use on the Online Banking site.

6.3 You must tell us if your name, address, telephone number (including mobile), email or other details change

6.4 We may at any time waive any of our rights under these Terms of Use, whether by letting you know or not, and this will not affect our right to apply these rights again.

## **7. Governing law**

7.1 These terms of use are governed by the laws of the Republic of Ireland which courts have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with these terms of use. The language of this agreement is English and all communications will be sent to you in English.

## **8. Links to external sites**

8.1 This site has links to external websites. Avantcard is not responsible for and does not endorse or approve the content or accuracy of any such sites.

## **eStatement terms and conditions**

These conditions are supplemental to the terms and conditions governing your credit card agreement with us ( “Card Terms and Conditions” ) and the terms of use of Online Banking.

eStatements will be provided electronically via your Online Banking account.

1. An eStatement is a statement issued in respect of the Account by electronic means and may change in format from time to time.
2. The terms and conditions in this section (the eStatement conditions) apply to the issue of electronic statements on your Account. In the event of any inconsistency or ambiguity between the card terms and conditions and the eStatement conditions, the eStatement conditions shall prevail. Terms that are used in the eStatement conditions will have the same definitions as those contained in the card terms and conditions and Online Banking terms of use, if applicable and references to statements will be deemed to include reference to eStatements where appropriate.
3. We may send a notification to you that the eStatement is available to view and it is your responsibility to access your Online Banking account to access eStatements online.
4. When you view your eStatement, it will be displayed as a PDF. When accessed, the PDF will open in a separate window and will not time out. Up to three years of statements are available to view online. You can view, download and save individual statements at any time. eStatements are environmentally positive. When you utilise eStatements, no paper copy is printed and posted to you.
5. It is your responsibility to satisfy yourself that the computer or device you use is secure. You must not leave your computer access open to view by third parties and in particular you must not save any eStatement on a computer or device which is not your own.
6. You may at any time stop receiving eStatements provided you agree to receive your statement in paper form. At least 30 days’ notice must be given to effect this change and we will then provide you with a paper statement. The paper statement will be provided in the same frequency as the eStatement.
7. Where you have access to an eStatement and you also wish to receive a paper statement, a duplicate statement fee may be applied to your Account.
8. We will not accept any responsibility for any unauthorised disclosure of or unauthorised access by any third party of the eStatement or where through carelessness or negligence you cause your eStatement to be accessed by a third party.
9. We may, at our discretion, at any time and for any reason and without notice suspend your access to eStatements during which time paper statements will sent by post to you. It is your responsibility to ensure you have updated any change of address.
10. We will have no more liability in respect of loss or damage sustained by you, directly and indirectly, arising out of or in relation to the provision by us, or access by you, of eStatements than would be the case if you received paper statements and for the avoidance of doubt the provisions of the card terms and conditions and the Online Banking terms of

use relating to the provision of information will apply, with due changes as applicable, to the provision of eStatements.

Avantcard DAC trading as Avantcard is regulated by the Central Bank of Ireland.

Avantcard DAC is a designated activity company incorporated in Ireland under number 541980 and having its registered office at Dublin Road, Carrick-on-Shannon, Co Leitrim.