

Regulation 76

(PAYMENT SERVICES) REGULATIONS 2018 (the "Regulations")

This is your 'Framework Contract' with us in relation to the particular payment account referenced below and for the purposes of the Regulations.

This document relates to the Credit Union's provision of payment services excluding current accounts, the terms of which are separate and available on the Credit Union website.

Comhar Linn INTO Credit Union Limited is regulated by the The Central Bank of Ireland.

Contact Details

Central Bank:

A PO Box 559, Dame Street, Dublin 2
T +353 1 224 6000,
F +353 1 671 6561
E enquiries@centralbank.ie
centralbank.ie

Comhar Linn INTO

Credit Union Limited

A 33 Parnell Sq., Dublin 1
T 01 873 1101
F 01 873 3253
E info@intocreditunion.ie
comharlinnintocu.ie

Registered Number: 393cu

Monday to Friday 10:00am – 5:00pm

YOUR ACCOUNT

The following is a description of the main characteristics of payment services on your Credit Union account. Comhar Linn INTO Credit Union Limited offers savings accounts (Shares, Deposits and Budget Plan Accounts) and loan accounts to its members with the following features:

- Lodging and withdrawing funds (including mandated payroll amounts)
- Transferring funds internally to other accounts
- Acceptance of funds transferred internally from other accounts
- Acceptance of funds transferred into a member's account by standing order
- Acceptance of funds transferred into a member's account by bank lodgement book (electronic transfer)
- Acceptance of funds transferred into a member's account by direct debit
- Transferring funds out of a member's account on foot of a standing order
- Transferring funds out of a member's account on foot of a direct debit
- Once off electronic transfers of funds in and out of a member's account

1. Giving an order for payment from your account:

When you give us an order to make a payment from your account, we will need you, to provide us with the details of the beneficiary of the payment (i.e. their account number and sort code, together with any relevant identification details for the payment service provider ('PSP') with which they hold their account). Depending on how you place your order with us (i.e. by email, in our office, by telephone, facsimile, etc) we may also need you to verify that order by signature or by use of a password, depending on the type of account that you hold. All of this information, taken together, is known as the 'unique identifier' that you must give us. In giving us that unique identifier, you will be consenting to our execution of that order for you. You cannot withdraw

that consent after you have given it to us. However, if the order is for a direct debit to be taken from your account, you can revoke that order and your consent by notice to the beneficiary of that direct debit up to close of business on the business day before the funds are to be debited from your account. If the order is for a standing order to be taken from your account, you can revoke that order and your consent by telephoning us or calling into our office up to close of business on the Business Day before the funds are to be debited from your account. In exceptional cases, we may allow you to withdraw your consent after the times specified above, but our specific agreement will be required and we will not be obliged to do this.

- 2. Cut-off times:** When we are given an order in relation to a payment on your account, we must be given that order before 10.00am on one of our Business Days. If we are given that order after that time, we will be deemed to have received that order on our next following Business Day. If we agree with you that an order is to be executed on a particular Business Day, then we will be deemed to have received that order on that particular Business Day.
- 3. Execution times:** We confirm that we have up to the end of the first Business Day following the date of deemed receipt under 2 above to so credit that amount. If the order is initiated by paper, we will have an extra Business Day to do this.
- 4. Spending limits and payment instruments:** If we give you a payment instrument on your account (i.e. a card with a PIN number, or use of online banking with a password, you may separately agree spending limits with us for use of a particular payment instrument. If we give you such a payment instrument for your account, you must, as soon as you receive it, take all reasonable steps to keep personalised security credentials safe including the following:
- o Do not write your online PIN down or carry it with your membership book
 - o Do not disclose your PIN to anyone
 - o Never disclose your PIN over the phone
 - o Keep our phone number to hand for reporting suspicious account activity

If you do not protect your payment card or PIN, or you give them to someone else, you may be held liable for unauthorised transactions. If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should notify us immediately, subject to opening hours, by phone / email / in person. We reserve the right to block your use of a payment instrument for any of the following reasons:

- (a) the security of the payment instrument;
- (b) if we suspect that it is, or has been, used in an unauthorised or fraudulent manner;
- (c) (if the payment instrument is connected with the provision by us of credit to you) a significantly increased risk that you may be unable to fulfil your obligations to pay; and
- (d) our legal or regulatory obligations, including our national or European Union obligations.

If we block your use of a payment instrument, we will tell you about it (and the reasons for it) by

telephone, email or letter unless giving you that information would compromise our security or would be prohibited by law. You may request that we unblock the payment instrument and we will do so, or replace the payment instrument, once the reason for blocking no longer exists.

- 5. Charges:** We only levy a limited number of charges in connection with the accounts that we offer. Details of these charges are available in our offices or onrequest.
- 6. Interest rates:** If an interest rate applies to your account, you are told this when you open your account and that interest rate is incorporated by reference into this Framework Contract. You can obtain confirmation of that interest rate by contacting us as set out on page 1 above.
- 7. Exchange rates:** If any payment on your account (including a withdrawal by you from your account) involves a currency conversion being made by us, we will use a reference exchange rate. The reference exchange rate will change and this is the basis on which we will calculate the actual exchange rate. On the date on which we effect the currency conversion, we will take the reference exchange rate that applies on that date, add a fixed amount and the total will equal the actual exchange rate that is used by us in the currency conversion. You can find out changes to the reference exchange rate by contacting us as set out on page 1 above.
- 8. Giving you information:** If we need to communicate with you, give you information or notice of any matters relating to this Framework Contract, we will do so in writing, email, telephone or through our CU APP unless we state otherwise herein. Such information or notice will be given to you promptly upon the requirement to do so arising. You may request that we provide or make available to you certain information (prescribed by law) relating to individual payment transactions executed on your account at least once a month and free of charge, in a manner that allows you to store and reproduce the information unchanged.
- 9. Copy Framework Contract:** For as long as you hold this account with us, you have the right to receive, at any time and on request by you, a copy of this Framework Contract on paper or, if possible, by secure email.

- 10. Unauthorised transactions:** If you become aware of a transaction on your account that is unauthorised or incorrectly executed, or if your payment instrument is lost, stolen or misappropriated, you must tell us without undue delay and, in any event, within thirteen months of such a transaction being debited from your account. You will be entitled to rectification from us if that transaction was unauthorised or incorrectly executed. If the transaction was unauthorised, we will refund the amount of it to you and, if necessary, restore your account to the state that it would have been in if the unauthorised transaction had not taken place PROVIDED THAT:
- (a) you will bear the loss of an unauthorised transaction on your account, up to a total of €50, if the unauthorised transaction resulted from the use of a lost, stolen or misappropriated payment instrument unless (i) the loss, theft or misappropriation was not detectable to you prior to the payment and you have not acted fraudulently, or (ii) the loss was caused by actions or lack of action by us or any of our employees, agents or third parties acting on our behalf.
 - (b) you will bear all losses relating to an unauthorised transaction on your account if you incurred those losses by acting fraudulently or by failing, intentionally or with gross negligence, or if you failed to take all reasonable steps to keep the payment instrument and personalised security credentials safe, to use the payment instrument in accordance with any terms that we tell you are applicable to it, and to notify us without undue delay of it being lost, stolen, misappropriated or used in an unauthorised manner;
 - (c) so long as you have not acted fraudulently you will not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument once you have notified us in accordance with this Framework Contract that it has been lost, stolen or misappropriated;
 - (d) if we have not required strong customer authentication, in accordance with applicable legal or regulatory standards, you will not bear any financial losses unless you have acted fraudulently.
- 11. Refunds of direct debits:** If a direct debit is taken from your account but:
- (a) your direct debit authorisation did not specify the exact amount of the payment; and
 - (b) the amount of the payment exceeded the amount you could reasonably have expected taking into account your previous spending patterns, this Framework Contract and other relevant circumstances; and
 - (c) you give us such factual information as we may require; and
 - (d) you did not give us consent in advance to the direct debit being taken from your account; and
 - (e) neither we nor the beneficiary of the direct debit made information available to you about the transaction at least four weeks before the debit date,
- then you may request a refund from us of that direct debit for an eight-week period following the debit date. We will then have ten Business Days to refund you, or give you reasons for our refusal to refund you and that your right to refer the matter to:
- FSO's Details: Financial Services Ombudsman Bureau
Tel: 01 6620899/1890882090 Fax: 01 6620890 3rd Floor,
Lincoln House Lincoln Place, Dublin 2
- See clause 17 below for further details.
- 12. Unique identifier:** If you give us an order to make a payment from your account and we execute it in accordance with the correct unique identifier, we will be taken to have executed it correctly as regards the beneficiary of that order. If you give us an incorrect unique identifier, we will not be liable for the non-execution, or defective execution, of the order. We will, however, make reasonable efforts to recover the funds involved.
- 13. Our liability if you make a payment out of your account:** If you give us an order to make a payment from your account, we are liable to you for its correct execution unless we can prove to you (and if necessary to the beneficiary's PSP) that the beneficiary's PSP received the payment. If we are so liable to you for a defective or incorrectly executed order, we will refund the amount of it to you and, if applicable, restore your account to the state that it would have been in if the defective or incorrect transaction had not taken place. Irrespective of whether we are liable to you or not in these circumstances, we will try to trace the transaction and notify you of the outcome. If we refuse to execute a payment transaction we will provide the reasons to you and the procedure for correcting any factual mistakes that may have led to the refusal unless prohibited by law or regulatory requirements, try to trace the transaction and notify you of the outcome.

14. Our liability if you receive a payment in to your

account: If the payer's PSP can prove that we received the payment for you, then we will be liable to you. If we are liable to you we will immediately place the amount of the transaction at your disposal and credit the amount to your account. If you have arranged for a direct debit to be paid into your account, we will be liable to transmit that order to the payer's PSP. We will ensure that the amount of the transaction is at your disposal immediately after it is credited to our account. If we are not liable as set out above, the payer's PSP will be liable to the payer for the transaction. Regardless of whether we are liable or not, we will immediately try to trace the transaction and notify you of the outcome.

15. Duration, changes and termination: Your contract with us, as detailed in this Framework Contract, is of indefinite duration. If we want to change any part of the information provided herein which is required by Regulation 76, we will give you at least two months' written notice of the proposed change where required by law to do so. If you do not notify us within that two month period that you do not accept the proposed change, you will be deemed to have accepted it. If you do not want to accept the proposed change, you must notify us in writing and you will be allowed to terminate your contract with us in relation to the account to which this Framework Contract relates immediately and without charge before the end of that two month period. If we change an interest rate or an exchange rate in a way that is more favourable to you, we have the right to apply that change immediately and write to you soon afterwards confirming that change. We can change an exchange rate immediately and without

notice if that change is based upon the reference exchange rate agreed in this Framework Contract. You may terminate your contract with us in relation to the account to which this Framework Contract relates to one month's notice in writing. We may terminate our contract with you in relation to the account to which this Framework Contract relates on giving you two months' notice in writing.

16. Governing law and language: This Framework Contract shall be governed by and construed in accordance with the laws of Ireland, and all communication between us and you during our contractual relationship shall be conducted in English.

17. Redress: If you have a complaint in relation to the matters governed by this Framework Contract you can write to us and we will deal with your complaint in accordance with our obligations under the Regulations. If you are not satisfied with the outcome of this internal process, you may refer your complaint to the Financial Services Ombudsman. Contact details are as follows: Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 Lo-call 1890 662090, Tel. (01) 662 0699, Fax (01) 6620890, E-mail: enquiries@financialombudsman.ie.

18. Consent: By maintaining and/or carrying out transactions on this account, you explicitly consent to us accessing, processing and retaining personal data necessary for the provision of these payment services.

Deposit Guarantee Scheme

DEPOSITOR INFORMATION

Basic Information about the protection of your eligible deposits

Eligible deposits in Comhar Linn INTO Credit Union Limited are protected by:	The Deposit Guarantee Scheme ("DGS") ⁽¹⁾
Limit of protection:	EUR 100,000 per depositor per credit institution ⁽²⁾
If you have more eligible deposits at the same credit institution:	All your eligible deposits at the same credit institution are 'aggregated' and the total is subject to the limit of EUR 100,000 ⁽²⁾
If you have a joint account with other person(s):	The limit of EUR 100,000 applies to each depositor separately ⁽³⁾
Reimbursement period in case of credit institution's failure:	15 working days ⁽⁴⁾
Currency of Reimbursement:	EURO
To contact Comhar Linn INTO Credit Union Limited for enquiries relating to your account:	Comhar Linn INTO Credit Union Ltd. 33 Parnell Square Dublin 1 D01 W563 Tel: 01 873 1101 Email: info@intocreditunion.ie
To contact the DGS for further information on compensation:	Deposit Guarantee Scheme Central Bank of Ireland PO BOX 11517 Spencer Dock North Wall Quay Dublin 1 Tel: 1890-777777
More information:	www.depositguarantee.ie

01 873 1101

33 Parnell Square, Dublin 1
D01 W563
info@intocreditunion.ie
comharlinnintocu.ie

(1) Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory deposit guarantee scheme. If insolvency should occur, your eligible deposits would be repaid up to €100,000.

(2) General limit of protection

If a covered deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the DGS. This repayment covers at maximum €100,000 per person per credit institution. This means that all eligible deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

(3) Limit of protection for joint accounts

In case of joint accounts, the limit of €100,000 applies to each depositor. However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of €100,000.

In some cases eligible deposits which are categorised as “temporary high balances” are protected above €100,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits relating to certain events which include:

- (a) certain transactions relating to the purchase, sale or equity release by the depositor in relation to a private residential property;
- (b) sums paid to the depositor in respect of insurance benefits, personal injuries, disability and incapacity benefits, wrongful conviction, unfair dismissal, redundancy, and retirement benefits;
- (c) the depositor’s marriage, judicial separation, dissolution of civil partnership, and divorce;
- (d) sums paid to the depositor in respect of benefits payable on death; claims for compensation in respect of a person’s death or a legacy or distribution from the estate of a deceased person.

More information can be obtained at www.depositguarantee.ie

(4) Reimbursement

The responsible deposit guarantee scheme is:

Deposit Guarantee Scheme, Central Bank of Ireland, PO Box 11517, Spencer Dock, North Wall Quay, Dublin 1.

Tel: 1890-777777. **Email:** info@depositguarantee.ie. **Website:** www.depositguarantee.ie.

It will repay your eligible deposits (up to €100,000) within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 days from 1 January 2024 onwards, save where specific exceptions apply.

Where the repayable amount cannot be made available within seven working days depositors will be given access to an appropriate amount of their covered deposits to cover the cost of living within five working days of a request. Access to the appropriate amount will only be made on the basis of data provided by the credit institution. If you have not been repaid within these deadlines, you should contact the deposit guarantee scheme. Other important information: In general, all retail depositors and businesses are covered by the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are eligible, the credit institution shall also confirm this on the statement of account.

Comhar Linn INTO Credit Union Limited takes data protection very seriously.

We see the protection and appropriate use of your personal data as central to our relationship with you.

We commit to being transparent with you on the personal data that we hold, how long we hold it for, what purposes we put it to, what responsibilities we have and what rights you have.

Data Protection Regulation is high profile and quite complex. The dominant regulation in force across the European Union is known as the GDPR (General Data Protection Regulation). Additional user-friendly information is available on the website of the (Irish) Data Protection Commission.

The following is a brief summary of our commitment to managing your personal data and your data rights.

For further detail please look at the Data Protection Notice that is published on www.comharlinnintocu.ie

What personal data do we have?

We store personal data that you give to us (for example proofs of identity, details entered on electronic or paper forms, and details given verbally), and data that we receive about you from reputable other sources (such as credit bureaux, public registries).

How long do we keep personal data?

We retain personal data for only as long as necessary for contractual, legal or business purposes. When personal data is no longer required we securely destroy it.

How do we secure your personal data?

We are ISO27001 certified, which means that we implement and operate industry best practice for Information Security Management.

What do we use your personal data for?

We use your personal data for necessary purposes such as to record your membership, to assess your product applications, to operate your product contracts, and to comply with our legal obligations such as anti-money laundering checks and tax returns. If we would like to use your personal data for an optional purpose, such as direct marketing, we will ask you to freely give your consent.

What 3rd parties receive your data?

We sometimes use 3rd party companies to perform services under our instruction and we transfer personal data as required to perform those services – for example we engage 3rd party companies to print and send communications, to securely store historical paper documents, and for legal and audit expertise. We sometimes are legally obliged to provide personal data to bodies such as the courts, An Garda Síochána and the Revenue Commissioners.

In what countries is your data stored?

We commit to storing your data in countries approved by the European Commission as those with the highest level of data protection law and practice - effectively the EU member states plus a few others. The only exceptions to this are legal obligations, or your instructions to transfer data to a specific country.

What are your Data Protection Rights?

The GDPR gives you strong rights with regard to the protection and use of your personal data. You can request of us, free of charge,

- to provide a copy of your personal data (known as 'Subject Access Request')
- to erase your personal data if there is no necessary reason to retain (it known as 'Right to Erasure' or 'Right to be Forgotten')
- to fix your personal data if it is inaccurate (known as 'Right to Rectification')
- to make available a copy of personal data, that you had originally provided, in a format that is transmittable to another data controller (known as 'Data Portability')
- to not be subject to a decision based solely on automated processing, including profiling
- to object to use of your personal data for a purpose which the Credit Union considers to be its legitimate business interest.

If you consider that your data privacy has been compromised, or that your data protection rights have not been fulfilled, you can lodge a complaint with a supervisory authority (in Republic of Ireland, the "Data Protection Commission") or seek a judicial remedy through the courts.

How can you avail yourself of Data Protection Rights?

To get further clarification on your rights, or to avail yourself of those rights, please contact us as follows:

- Please put your request in writing (letter or email) with as much detail as possible to help us to address your specific requirement
- Please send your request to either:
 - Postal address
Data Protection Officer,
Comhar Linn INTO Credit Union Ltd.,
33 Parnell Square,
Dublin 1.
D01 W563
 - Email address
dpo@intocreditunion.ie

MONTHLY DRAW RULES

1. Participants in the monthly draw must be Members of Comhar Linn INTO Credit Union Ltd, be members in good standing and over 18 years of age.
2. Participants will subscribe to the draw at the rate of €1.27 per fortnight or €33.02 annually, or as decided from time to time by the Board of Directors. Contributions will be by Deduction at Source where members are on salary deduction.
3. A draw will be made at a date named by the Board of Directors but in event of insufficient support by members, the scheme may be discontinued or suspended. If funds permit additional prizes may be distributed in any particular month.
4. The draw will be made by computer or by any other method deemed to be appropriate by the Board of Directors.
5. After verification of the result, the winners will be notified as soon as possible.
6. Financial accounts will be prepared each year and will be audited by the Auditor appointed by the Credit Union. Annual Reports of the Draw will be available at the Credit Union A.G.M.
7. The Board of Directors will not entertain requests for cash in lieu or exchange of prizes nor will it enter into any negotiations with or on behalf of a member who wishes to enter negotiations with the supplier of prizes.
8. The decision of the Board of Directors of Comhar Linn INTO Credit Union Ltd concerning the interpretation of the foregoing rules pertaining to the draw will be final.
9. Comhar Linn INTO Credit Union Limited, its Directors, Employees, Servants or Agents will not accept any liability for any defects, mechanical or otherwise, found in car supplied, or subsequently arising, or for any consequences thereof, howsoever arising.
10. The make and model of the car made available for each car draw will be at the sole discretion of the Board of Directors
11. The winning members will be notified and the winners' names and photos may be displayed in the Credit Union offices and in other Credit Union publications.
12. Entry is limited to one entry per member per draw
13. Members of the Credit Union Board Oversight Committee, Officers (including Directors) Volunteers, Employees and Staff are excluded from participation in the draw.
14. The draw shall be held monthly in the first week of the month in the Credit Union office at 33 Parnell Square, Dublin 1.
15. The draw will be non-profit making and any surplus fund, as held in our Draw Fund Account, will be carried forward to the next draw
16. In the unlikely event of the winner being in default of any financial commitment to the Credit Union, the delivery of the car or other prize may be delayed until such default is rectified and, if necessary, the car or other prize may be disposed of in order to meet such commitments and the net proceeds, if any, paid to the winner.

Application Form

I wish to be included in the Comhar Linn Credit Union Members' Monthly Car Draw. I have read the rules and I hereby agree to be bound by them.

Name:

Address:

Eircode:

Signed

Date:

D	D	M	M	Y	Y	Y	Y
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Member account number:

I wish to make my contribution as follows (Please tick ONE only):

- Have the subscription of €33.02 deducted from my Share a/c annually.
- Have the fortnightly subscription of €1.27 deducted from my salary.
- Have the monthly/fortnightly subscription deducted by direct debit from my bank.

NO ENTRY IS VALID UNTIL THE FULL MONTHLY SUBSCRIPTION HAS BEEN PAID FOR THE RELEVANT DRAW