

Thomastown Credit Union Limited

Online Account Service Terms of Use

October 2021

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1. Definitions & Interpretation

1.1 In these Terms of Use, the following terms shall have the meanings assigned to them below:

Access Code means any personal identification number, access code or other personalised security features or procedures issued to or used by you in connection with the Account, the Online Account Service and any other payment instrument issued in respect of the Account;

Account means any account (whether a share account or a non-fixed term deposit account) in your name whether solely or jointly that you hold with us in respect of which you are registered to use the Online Account Service;

Account Terms & Conditions means the terms and conditions of our Credit Union applicable to the operation of your Account as provided on our website or otherwise as available on request from our Office(s);

Acts means the Credit Union Acts 1997 to 2012;

Bank means any credit institution, payment institution, electronic money institution or other payment service provider;

Business Day means a day on which Banks in Ireland are generally open for business as required for the execution of Transactions other than a Saturday, Sunday, Public Holiday or 1st May of each year;

Cleared shall mean the time when we receive value for a paper payment item from a Bank on which it is drawn and any applicable period during which it may be returned unpaid has elapsed; and cognate terms such as "Clear" and "Uncleared" shall be construed accordingly;

Cut-Off Time means the latest time by which Payment Orders must be received on each Business Day in order to be processed on such Business Day;

Ireland means the Republic of Ireland;

Joint Account means an Account held in the name of two or more persons with us;

Member means a member for the time being of our Credit Union;

Office or **Offices** means any office or branch of our Credit Union;

Online Account Service means the computerised online system provided by our Credit Union to enable you to access your Account, to give Payment Orders and to use such other services as we may make available from time to time through that system;

Online PIN means a randomly generated personal identification number required for access to and use of the Online Account Service;

Payer means the person who makes or authorises a Transaction;

Payee means the person who is the intended recipient of a Transaction;

Payment Order means an instruction requesting the execution of a Transaction;

Rules means the Rules of our Credit Union as updated or amended from time to time;

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Terms of Use means these Terms of Use which apply for the time being in respect of the Online Account Service as published by us and updated or amended from time to time, a copy of which is available upon request from our Office(s);

Transaction means (as applicable) any act, initiated by the payer or the payee, of placing or transferring or withdrawing funds from or on your Account, which shall include without limitation any lodgement, credit transfer or standing order, or direct debit;

We, us and **our** each mean our Credit Union; and

You and **your** means the person or persons in whose name(s) an Account or Joint Account (as applicable) is held, and shall include any person who has been authorised by you to issue Payment Orders, receive information or to otherwise act on your behalf in relation to your Account.

1.2 In these Terms of Use:

- the masculine shall import the feminine and vice versa;
- the singular shall include the plural and vice versa;
- references to a person shall include both legal and natural persons;
- references to any statute, regulation or other form of legislation shall be taken as a reference to it as it may be amended, varied or replaced from time to time; and
- the headings are used only for ease of reference, and shall not be used in interpreting these Terms of Use.

1.3 In the event of any inconsistency between these Terms of Use and the Account Terms & Conditions, then the provisions of these Terms of Use shall prevail.

1.4 Appendix 1 referenced in these Terms of Use and attached hereto shall be considered part of these Terms of Use and incorporated herein.

2. Registration

2.1 In order to access the Online Account Service you must be a Member of our Credit Union holding an Account and complete the registration process through our website or at our Office(s). You will be required to give us such information as we may reasonably require for security and identification purposes in order to complete the registration.

2.2 If your Account is held in the name of two or more persons at any time, each of you must sign the application for use of the Online Account Service. One Online PIN (only) will be issued per Joint Account.

2.3 You must notify us immediately in writing of any change in your information particulars to enable our Credit Union to update your registration for the Online Account Service accordingly.

2.4 We reserve the right to refuse any application for registration to use the Online Account Service without giving a reason.

2.5 By registering for the Online Account Service, you confirm your willingness to make Payment Orders and use the services provided on the Online Account Service.

3. Online Account Service

3.1 The Online Account Service enables access to and use of certain services in relation to your Account, to include without limitation the following:

- accessing and viewing information on your Account to include particulars of the balance of, and recent Transactions executed on, your Account;
- allowing for the information so accessed to be downloaded and/or printed by you;
- giving us Payment Orders instructing the execution of Transactions on and from your Account (subject to such service having been activated by us to provide Payment Order functionality on such Account);
- changing your Online PIN; and
- such other services (including making an application for a loan) as we may permit or allow from time to time.

3.2 Save as otherwise provided herein, the maintenance and operation of your Account and any services relating thereto (including the execution of any Transactions) shall be governed by our Account Terms & Conditions.

3.3 All Payment Orders given in respect of your Account and any resulting Transactions shall be processed and executed by us subject to and in accordance with our Account Terms & Conditions (including without limitation in relation to refusal to execute any Transactions from your Account and as to applicable Cut-Off Time(s)).

4. Access and Use

4.1 Access to and use of the Online Account Service shall be strictly subject to and in accordance with these Terms of Use.

4.2 Your Online PIN will be issued to you using the PIN Mailer system or in person in our Office(s) in accordance with Clause 3 of Appendix 1 of these Terms of Use. You must identify that you are a registered Member by entering your Member number, date of birth and the three digits randomly chosen from your Online PIN.

4.3 You must keep your Online PIN, Member number and date of birth secure at all times, and take all reasonable measures to prevent any third party from knowing it or using it.

4.4 In the event that you have lost your Online PIN, you may obtain a new Online PIN using our Lost Your PIN Service, more particularly described in Clause 4 of Appendix 1 of these Terms of Use.

4.5 In the event that you have reason to believe or suspect that somebody has learned or discovered your Online PIN, Member number or date of birth, and/or gained access to the Online Account Service using your Online PIN, you must follow the procedure outlined in Clause 5 of Appendix 1 of these Terms of Use.

4.6 After your registration for the Online Account Service, we will never contact you to request your security credentials and we will not ask anyone else to do so on our behalf. If you receive such a request you must not supply your security credentials in any circumstances, and should report such activity to us immediately by contacting our Office(s).

4.7 You are required to log out from and exit the Online Account Service when you are finished or no longer using the Online Account Service.

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4.8 We shall be entitled (but not obliged) to record or retain copies of any communications made from, or Payment Orders or other form of instructions given by you, to us through or by means of the Online Account Service for security and verification purposes.

4.9 You are required to provide, use and maintain your own computer or other equipment necessary to access the Online Account Service, including a computer with a suitable browser and up-to-date security software. You should take all reasonable measures to ensure the security of any such computer or other equipment which you may use to access the Online Account Service. The software used to provide the Online Account Service may be updated from time to time without notice to you.

4.10 You are advised to install a firewall for added security and to continuously update your anti-virus application.

4.11 Our Credit Union shall have no liability whatsoever in relation to any such equipment used by you or any software required or provided for the operation of the Online Account Service for the purposes of accessing the Online Account Service.

5. Account Balances

5.1 You acknowledge that the stated balance on your Account quoted via the Online Account Service will reflect all Transactions processed or executed on such Account by the close of business on the Business Day preceding the day of quotation, but may not necessarily include any or all Transactions which were processed or executed thereafter. You also acknowledge that the balance quoted may also include or reflect Uncleared Transactions, and may be adjusted in the event that any Uncleared Transactions are subsequently returned unpaid or not duly Cleared.

5.2 The stated balance on your Account quoted through the Online Account Service is not to be taken as conclusive evidence of the balance or state of your Account on any given day, and should not be so relied upon by you or anybody else.

5.3 We shall have no liability whatsoever to you or any other person in relation to or resulting from any loss or damages suffered as a result of any inaccuracy or error in relation to any stated balance or other information in relation to your Account as quoted via the Online Account Service.

6. Account Information

6.1 The following information shall (as applicable) be made available to you on or through the Online Account Service in respect of each Transaction executed on your Account within the previous 12 months, or such other period as we may advise you, from the date of access:

- the amount of the Transaction;
- a reference enabling the Transaction to be identified;
- the value date of the Transaction;
- the amount of any charges or fees charged to your Account and payable in relation to the Transaction (if any); and
- the person paying out or receiving (as applicable) the monies on behalf of our Credit Union.

6.2 You may also view Transactions on your Account through the Online Account Service for a selected date or a selected (from/to) period at any time as you so wish.

6.3 You should only access information on your Account through the Online Account Service in a safe and secure environment, and take all reasonable precautions to prevent any third party gaining access to same. In particular, you should not save information relating to your Account on any computer or other electronic storage device not owned by you, and you should ensure that you close all browser windows in which any information on your Account is displayed after you are finished viewing such information.

6.4 You shall cease to have access to the Online Account Service in the event that your Account is closed or suspended (for whatever reason), or your right to use the Online Account Service is terminated or suspended by us, or you cancel your registration in respect of the Online Account Service. You should accordingly (and where possible) ensure that you download and save and/or print or otherwise retain a copy of such information on your Account as is available to you through the Online Account Service prior to the occurrence of any of the foregoing events in order to be able to access such information thereafter.

7. Security, Maintenance & Availability

7.1 We shall put in place reasonable measures to ensure the security of the Online Account Service, and any email, telephone, online or other electronic communications we may have with you. However, you acknowledge and agree that the security of the Online Account Service and/or any such communications cannot be guaranteed by virtue of their nature, and may be intercepted by third persons or delivered incorrectly. You accept any risks which may arise as a result of any such interception or incorrect delivery.

7.2 We shall be entitled for security, maintenance, upgrade or other reasons to do any of the following from time to time:

- suspend or cancel your access and use of the Online Account Service (whether temporarily or otherwise and in whole or in part);
- change or amend the authorisation and authentication procedures or processes for enabling access to and use of the Online Account Service;
- introduce, issue, withdraw or replace any Online PIN or other security or access procedures in relation to the Online Account Service.

7.3 We may operate such security and validation measures as we consider appropriate in relation to any Payment Orders given to us through the Online Account Service, including without limitation contacting you by telephone or in writing to seek confirmation of such Payment Orders, but we shall not be obliged to do so on any particular occasion no matter how many times we have done so in the past. We shall not be liable for any failure or delay in executing any Transaction instructed by any such Payment Order which results from the application of such measures.

7.4 When you access the Online Account Service, where possible we shall ensure end-to-end encryption is applied, to provide for added security, confidentiality and integrity of the data.

8. Fees and Charges

8.1 You shall be liable to pay the fees and charges (if any) relating to the operation of, or any Transaction executed via the Online Account Service, as may be specified on our website from time to time. Any changes to the fees and charges so payable shall be made in accordance with the Account Terms & Conditions.

8.2 We shall be entitled to debit all such fees and charges from your Account without prior notice to you. We shall be entitled to do so, even if this would cause your Account to become overdrawn or increase the amount of any overdraft on your Account (if applicable).

9. Liability

9.1 To the maximum extent permissible by law, and save as otherwise provided, we shall have no liability whatsoever in respect of, and shall be indemnified by you against, any loss, damage or liability incurred by you or any other person arising out of or in connection with your use of the Online Account Service in the absence of any breach of these Terms of Use, wilful default, fraud or negligence on our part.

9.2 We shall have no liability to you whatsoever for any losses and financial consequences suffered by you as a result of:

- any fraud on your part;
- any failure on your part, whether intentionally or through gross negligence, to comply with your obligations under Clause 4.4 and 4.5 of these Terms of Use or any other provision of these Terms of Use relating to the use of the Online Account Service.

9.3 We shall not be liable to you or any other person for any loss of profit, consequential loss or indirect loss or damage whatsoever and howsoever occasioned to or suffered or incurred as a result of the operation or use of the Online Account Service.

9.4 We shall be entitled to engage and use such intermediaries, agents and other third parties as we see fit for the purposes of operating, maintaining or making available the Online Account Service executing any Transaction to or from your Account. Any such intermediary, agent or other third party shall be subject to appropriate confidentiality obligations.

9.5 We shall have no liability whatsoever to you or any other person in respect of any temporary suspension of access to the Online Account Service which is considered necessary or expedient in order to enable us to remedy, address or resolve any break down, malfunction or technical fault to the Online Account Service or any network or other connection enabling the operation of or access to the Online Account Service, or any (actual or potential) security threat or risk to or relating to the Online Account Service.

9.6 We shall have no liability whatsoever in respect of any delay or failure to perform any of our obligations to you under, or otherwise fail to comply with, these Terms of Use, where such delay or failure is due to or as a result of abnormal or unforeseeable circumstances beyond our reasonable control, or of any acts or omissions on our part which we consider necessary or appropriate to enable us to comply with any legal or regulatory obligations to which we are subject (including under in relation to anti-money laundering, terrorist financing, fraud prevention, or as a result of any condition or direction imposed upon us by the Central Bank of Ireland).

10. Intellectual Property Rights

The copyright and other intellectual property rights in the Online Account Service, and/or in any and all data, information, systems, processes, software or other material used or developed by or on behalf of our Credit Union for the purposes of providing or making available the Online Account Service, shall remain vested, or upon their creation vest, at all times in our Credit Union and/or its licensors (as applicable). You shall not obtain any rights, title or interests in any such materials or intellectual property rights relating to the foregoing by virtue of your use of the Online Account Service.

11. Amendments to these Terms of Use

11.1 We may make amendments or variations to these Terms of Use from time to time at our discretion. Any such amendments or variations to these Terms of Use will be communicated via our website.

12. Term & Termination

12.1 These Terms of Use are not subject to any minimum term and will continue in full force and effect until your Account is closed or the termination of your right to use the Online Account Service (whichever is sooner) without prejudice to any antecedent breach on your part of the Agreement.

12.2 We may (at our discretion) suspend or terminate your right to use the Online Account Service immediately in any of the following circumstances:

- Any of the circumstances listed in our Account Terms & Conditions as applicable to you;
- if you default in payment of any sum due or owing to us under these Terms of Use or any other agreement with us;
- if we have reasonable grounds to suspect that you have used, or have permitted, facilitated or enabled (whether intentionally or due to negligence or recklessness on your part) any other person to use, the Online Account Service to commit or facilitate fraud or other illegal activity;
- on the closing of your Account; or
- if you have not accessed the Online Account Service for a period of 12 months or greater.

12.3 We may also withdraw your right to use the Online Account Service for any other reason whatsoever by giving you not less than two months' notice in writing.

12.4 You may cancel your registration in respect of the Online Account Service at any time by giving us written instruction.

12.5 Any withdrawal of your right to use the Online Account Service or cancellation of your registration shall be without prejudice to any of our respective rights and obligations under the Account Terms & Conditions, including without limitation to any continuing indebtedness which you may have to us, and/or to any indebtedness which you may have to us under these Terms of Use.

13. Transaction Limits

We shall be entitled at any time to apply or otherwise set limits as to the Transactions you conduct using the Online Account Service, in particular as to the maximum amount per Transaction and/or the aggregate number or value of Transactions in any given period.

14. About Us

Our Credit Union is registered as a credit union under the Acts and is regulated by the Central Bank of Ireland having its address at PO Box, 559, Dame Street, Dublin 2.

15. Contact Details

Please refer to our website for details of our Office(s) and contact details.

16. Communications

16.1 All communications with you shall be in the English language.

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16.2 Save as may otherwise be provided herein, we may communicate with you by post, fax, email, telephone, through the Online Account Service and/or in person, subject to any applicable legal or regulatory requirements.

16.3 You must notify us immediately in writing of any change to your postal or email address. If you fail to do so, there is a risk that any correspondence or other items which we may send to you (including your Online PIN) may be intercepted, which could result in fraud on your Account or the unauthorised use of the Online Account Service.

17. Miscellaneous

17.1 In the event that we agree to provide you with additional services or facilities in connection with your Account from time to time, the provisions of such additional services or facilities shall be subject to such terms and conditions as may be notified to you at the time such additional services or facilities are first provided. In the event that there is any conflict between these Terms of Use and those additional terms and conditions, those additional terms and conditions will prevail.

17.2 A copy of these Terms of Use is available upon request at our Office(s).

17.3 If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

17.4 No waiver of any term of these Terms of Use on our part shall be deemed a further or continuing waiver of such term or any other term.

18. Governing Law

18.1 These Terms of Use are subject at all times to the Rules and the Acts. In the event of any conflict between the provisions of the Rules and/or the Acts and these Terms of Use, the provisions of the Rules and/or the Acts (as applicable) shall prevail.

18.2 These Terms of Use are governed by and shall be interpreted and construed in accordance with Irish law.

18.3 You hereby agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or matter arising in connection with these Terms of Use or generally with your Accounts.

Appendix 1

Online Payments Security Guidelines

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This Appendix 1 contains detailed Guidelines to our Members relating to the security of online payments when using our Online Account Service.

These Guidelines have been drawn up by us to reflect the operation of our Online Account Service.

1. Hardware & Software Requirements

1.1 Members must use a browser such as Internet Explorer, Google Chrome, Firefox, Opera or Safari to access our Credit Union website and Online Account Service. It is your responsibility to ensure your browser is adequately protected with the appropriate security application.

1.2 When your browser and our server are establishing a secure session, they will exchange a secret code commonly referred to as a session key. The session key is used to encrypt all the data as it passes through the Internet, including your account details, Transactions and loan applications (if applicable). The information is decrypted only when it reaches your browser.

1.3 A digital certificate allows you to verify that your browser is communicating with our server and not another server. You are responsible for verifying that your browser indicates a digital certificate is in place when using the Online Account Service.

1.4 The Online Account Service requires cookies to function. A cookie is a piece of information that our server gives to your browser once you have logged in to the Online Account Service and a secure session is active. Without the information and data contained in the cookie, you would have to login every time you are asked to submit information from our server when using the Online Account Service. For more information on the use and operation of cookies, please see our Privacy Policy/Statement on our website.

1.5 The Online Account Service utilises several layers of technology to ensure the confidentiality and integrity of the Transactions. We use TLS Protocol (Transport Layer Security) to ensure that data cannot be read by other computers as it travels between your browser and our server during a secure session. Part of TLS Protocol involves use of a Message Authentication Code (MAC). Accordingly if a message is tampered with in transit, then your browser will not accept this message.

1.6 When you logout of the Online Account Service, the data and information stored on the cookie is deleted from our system. By logging out, you terminate your session on the Online Account Service securely. You are responsible for ensuring that you click the Logout button to successfully terminate your session and exit the Online Account Service.

2. Submitting and Authorising a Payment Order

2.1 By submitting a Payment Order, you are permitting us to act on such Payment Order as given by you, or which appears to have been given by you and submitted via the Online Account Service. All Payment Orders given are irrevocable unless otherwise agreed by us.

2.2 You must provide the following information when submitting a Payment Order:

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- Name of the Payee;
 - BIC and IBAN and/or Sort Code and Account Number;
- and
- Transaction amount/value.

2.3 You are responsible for the accuracy of the information provided when submitting a Payment Order via the Online Account Service.

2.4 The Online Account Service allows you to create and manage your Payee(s) from within the Online Account Service. To add a new Payee and subsequently action and authorise a Payment Order to such Payee, you are required to log in to the Online Account Service and click on the "Add Payee"/"External Account" (as applicable) icon. You will then be directed to a page wherein you are required to submit details referable to the Payee as follows: 1) Name of Payee; and 2) BIC & IBAN and/or Sort Code & Account Number (as applicable). A verification code may then be sent to your mobile phone using the mobile phone number you have provided on your initial registration for the Online Account Service. On receipt of the verification code, you are then required to input the verification code sent to your mobile phone on the Online Account Service to authorise and complete the addition of the new Payee and continue to the submission of a Payment Order. Alternatively, the Credit Union may contact you via telephone to verify the information provided by you or verify such information with you in person in our Office.

2.5 When making a payment to a utility company, you are required to log in to the Online Account Service and choose the relevant utility company from a drop down menu. You will then be directed to a page wherein you are required to submit your account number referable to that utility company. The verification process as outlined in Clause 2.4 applies in this regard.

3. Applying for an Online PIN

3.1 When registering for access to the Online Account Service, you will be required to apply for an Online PIN.

3.2 When applying for an Online PIN in our Office(s), you will be required to provide the following verification documents:

- photographic identification in the form of a passport and/or driver's licence;
- proof of address (dated within the previous three months);
- your mobile number; and
- your email address.

This information will be inserted into our system and used to update your Account accordingly. When your identity has been verified, an Online PIN will be generated randomly by the Online Account Service to ensure the security of your access to the Online Account Service. Your Online PIN will then be issued to you. As an additional security measure, we may, prior to issue of any Online PIN, request you to provide us with a hard-copy Online PIN request letter.

3.3 When applying for an Online PIN via our website, you will be required to complete all required fields on the online application form and insert the code as shown. On clicking "Submit Form", the online application form will be emailed to us. On receipt of your online application form, we will then verify your identity and the information emailed by you to us by contacting you on the telephone number provided by you for initial and (as applicable) ongoing registration purposes. On completion of the verification process, an Online PIN will then be issued and sent to you by post to the address provided by you for initial and (as applicable) ongoing registration purposes. As an additional security measure, we may, prior to issue of any Online PIN request you to provide us with a hard-copy Online PIN request letter. In the event we cannot verify your signature, we will contact you via phone or email and request you to visit our Office(s) to retrieve your Online PIN. You will be required to bring photographic identification with you to enable us to verify your identity prior to us issuing your Online PIN to you.

3.4 In the event that the verification documents as applicable to your Account are out of date, we reserve the right to deny your request for an Online PIN. We will notify you of same by email. You will be required to provide up to date photographic identification and proof of address within the previous three months before we can proceed to issue an Online PIN to you.

4. Lost Your PIN Service

4.1 In the event that you have lost your Online PIN, you can apply for a new Online PIN through the Lost Your PIN service available on our website. A new Online PIN will be issued to you in accordance with Clause 3.3 of this Appendix 1.

4.2 If you do not wish to use the Lost Your PIN service available on our website, you may call into our Office(s) to have a new Online PIN issued to you in accordance with Clause 3.2 of this Appendix 1.

5. Unauthorised Access to your Online Account Service

5.1 In the event that you have any reason to believe or suspect that somebody has learned or discovered your Online PIN, Member number or date of birth, and/or gained access to the Online Account Service using your Online PIN, you must:

- immediately make an application for a new Online PIN in accordance with Clause 3 of this Appendix 1 on our website or in our Office(s); and
- notify us immediately using the contact details on our website.

5.2 In the event that you have reason to believe or suspect fraudulent use of the Online Account Service, you must notify us immediately using the contact details on our website.

5.3 All reports made regarding suspicious or fraudulent use of the Online Account Service will be dealt with as a matter of urgency by our Credit Union during Office opening hours.

5.4 Following a report or identification of suspicious or fraudulent use of the Online Account Service, we reserve the right to suspend access to your Account pending completion of a full investigation by our Credit Union and the appropriate authorities (where necessary).

5.5 Access to your Account will not be restored until we are satisfied with the outcome of the investigation.

5.6 We reserve the right to issue a new Online PIN where necessary.

5.7 You should be mindful of the risks and significant threats posed by downloading software via the internet if you cannot be reasonably sure that the software is genuine and has not been tampered with.

6. Log-In Attempts

6.1 Inactive sessions on our Online Account Service will result in the automatic termination of your access and will require you to log back in.

6.2 The maximum period after which an inactive session is automatically terminated on the Online Account Service website is 10 minutes, unless we advise you otherwise.

6.3 The number of times you can attempt to log in before you are blocked is limited to 5 attempts

6.4 Verification codes sent to your mobile are only valid for 5 minutes

7. Traceability

7.1 We shall put in place reasonable processes to ensure that all Transactions on the Online Account Service are appropriately traced.

7.2 Transactions on the Online Account Service are monitored and reviewed by our Credit Union prior to the processing of such Transactions and on a regular basis thereafter to prevent, detect and block fraudulent transactions.

8. Notification & Setting of Limits

8.1 The limit for each Transaction on the Online Account Service is such amount as we will advise you from time to time.

8.2 The limits may not be changed by Members on an individual basis.

8.3 We reserve the right to change the limits for the use of our Online Account Service from time to time at our discretion.

9. Making a Security Related Complaint

9.1 Any queries, complaints, requests for support and notifications of security related incidents regarding the Online Account Service should be made by email to the email address listed on our website.

9.2 All queries, complaints, requests for support and handling of security related incidents will be dealt with by us during our Office opening hours.

10. Amendments

10.1 We may make amendments or variations to this Appendix 1 from time to time at our discretion. Any such amendments or variations to this Appendix 1 will be communicated via our website.
