

Elevate Credit Union Limited

Terms and Conditions Governing the Use of the Site

Access to this Site and the use of information contained on it is governed by the terms and conditions set out below. These terms and conditions are important and are for the protection of both you and us. Please take the time to read the terms and conditions carefully. By proceeding further, you will be deemed to have accepted them. References to "we" or "ECU" means Elevate Credit Union Limited and our subsidiaries and associates.

1. About Us

1.1 We own and operate this website and provide the services on and through it.

1.2 We are Elevate Credit Union Limited, a credit union for the purposes of the Credit Union Acts 1997 – 2012. We are regulated by the Central Bank of Ireland.

1.3 Our principal place of business is Elevate Credit Union Limited, West Douglas, Douglas, Cork.

2. These Terms

2.1 We provide and make available, and you use and access, the website, and services on it subject to these terms.

2.2 By browsing the website, registering for ECU Online or accessing or using our online services you agree to be bound by these terms.

2.3 These terms are separate and supplemental to any other agreement between you and us in relation, for instance, to (i) any of your Accounts with us; (ii) any loan taken out by you from us; (iii) our ECU online terms; and (iv) our Privacy Statement, all of which you are also bound by where applicable. Your access and use of the website are always subject to these terms.

2.4 We reserve the right to vary these terms at any time. If we do so, the updated terms will be posted on the terms page when the alteration is made. By using the website after that, you agree to these revised terms.

2.5 None of these terms will be interpreted to deprive you of any of your statutory rights.

3. Use of our website

3.1 This website and all services on it are provided from Ireland. We do not represent that information or services on it are suitable for use or access from outside of Ireland.

3.2 You can use the website for your personal use only.

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3.3 Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the website or any services on it without notice. We are not liable if for any reason our website or any services on it are unavailable at any time or for any period.

3.4 We can restrict access to some parts of our website or services on it, or our entire website, to users who have successfully registered with us for relevant services.

3.5 You are responsible for making all arrangements necessary for you to have access to our website.

3.6 We may restrict you from linking to our website if we consider that a link is prejudicial to our interests.

3.7 While we may take precautions against security breaches, no website or Internet transmission is completely secure, and as such, you acknowledge that neither we nor third parties connected to us shall be liable for damages, costs or losses, that may result from interruption or interception of communications or unauthorised access or hacking. We cannot guarantee the privacy and security of such communications.

4. Information purposes only

4.1 The content of the website is provided for information purposes only, is subject to change and will be updated from time to time without notice to you.

4.2 Websites may be tampered with by unauthorised persons and, accordingly, you should view the information provided as indicative only and subject to confirmation by us.

5. Intellectual Property

5.1 We are the owner or the licensee of all intellectual property rights on the website, its content, and the online services, including the website's "look and feel" (collectively the "Content"). The content is protected by copyright laws and other intellectual property laws (including laws related to trademarks, designs, data base rights, sui generis rights and other proprietary rights). All such rights are reserved.

5.2 You may not make alterations, copies, extractions, modifications, or additions to the content, or sell, copy, distribute, disseminate, or licence it, or misuse the content in any way. If you want to re-publish, extract, reproduce, disseminate, or otherwise use the content, you must contact us in advance for written permission except if otherwise expressly provided in these terms. This is without prejudice to any rights you may have under applicable mandatory law.

5.3 If you breach either of clauses 5.1 or 5.2, your right to use our website, ECU online ceases immediately.

6. Third Party Websites

6.1 You may link to other websites from this website. The linked websites are not under our control, and we are not responsible for the contents or actions of any linked site, or any link contained in a linked site, or any changes or updates to such websites.

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6.2 The inclusion of any link does not imply endorsement by us of any website. Your use of third-party websites is subject to the terms and conditions of use and privacy statement contained within each of those websites. We may terminate a link to a third-party website at any time.

7. Improper use of our website

7.1 You may not use the website in any manner that could damage, disable, overburden, or impair it, its server, or the network(s) connected to the server, or interfere with any other party's use and enjoyment of the website and services on it.

7.2 You may not attempt to gain unauthorised access to any services, parts of the website, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.

7.3 You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you.

7.4 Illegal and/or unauthorised use of the website or services on it will be investigated and appropriate legal action will be taken.

8. Liability

8.1 Use of this website is entirely at your own risk, and you assume full responsibility and risk of loss resulting from the use of, viewing, access to, relying on or downloading from the website and/or content.

8.2 You agree that we are not liable for loss or damages arising out of your use, or your inability to use this website or any services through it. This website and content on it are provided on an "as is" basis and we make no undertaking, representation, or warranty:

- (i) regarding the completeness or accuracy, reliability, or timeliness of any of the website or content.
- (ii) that this website, its server, or the content is free from defects, errors, viruses, bugs, or other harmful elements.
- (iii) in relation to availability and/or uninterrupted use of the website or content and we expressly disclaim all such warranties, representations, and undertakings.

8.3 We are not liable to you for (i) any loss of income, business, revenue, or profits; (ii) any loss or corruption of data; (iii) any corruption or damage to equipment; or (iv) any loss or damage which was not foreseeable to both you and us.

8.4 Neither ECU or any of its officers or employees will be liable for loss or damage arising out of or in connection with your use of or your inability to use the information on this website.

8.5 You are liable to us for any loss, damage or harm suffered or incurred by us because of your negligent, deliberate, or reckless breach of these terms.

9. Events beyond our control

We are not in breach of these terms or liable to you if there is any total or partial failure of performance of any of our duties and obligations resulting from any act or matter beyond our

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reasonable control. This may include where such results from any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system, failure of or delay in the transmission of communications, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

10. Notices

You must send any formal notice under these terms to us by sending it in writing to our postal address, namely Elevate Credit Union Limited, West Douglas, Douglas, Cork.

11. Severability

If, at any time, any provision of these terms is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the remainder of these terms (including the remainder of a provision where only part of it is or has become illegal, invalid or unenforceable).

12. Waiver

The exercise by us of any of our rights under these terms is without prejudice to any of our other rights and remedies. The provisions of these terms may only be waived by you or by Elevate Credit Union Limited in writing by express reference to the provision in question.

No delay, neglect, or forbearance on the part of either of us in enforcing any provision of these terms is a waiver, or in any way prejudices any right of either of us under these terms.

A waiver by either of us of any breach of any of the provisions of these terms does not constitute a general waiver of such provision or of any subsequent act contrary to it.

13 Transfers

13.1 These terms are personal to you and may not be transferred or assigned to anyone else.

13.2 We may assign, transfer, or otherwise dispose of all or any of our rights or obligations under these terms, in whole or in part provided that in doing so we do not materially prejudice your interests under these terms.

14. Entire Agreement

Subject to clause 2.4, these terms represent the entire understanding of the parties concerning their subject matter and override and supersede all prior agreements concerning it (whether written, oral, or implied) which are hereby revoked by our mutual consent. Neither of us has relied upon, or has any remedies in respect of, any representations, terms, or conditions except those set out in these terms. This does not exclude any liability for fraud and/or fraudulent misrepresentations.

15. Governing Law

The laws of the Republic of Ireland apply to the terms (and any matter or dispute arising out of or in connection with them) and the courts of the Republic of Ireland have jurisdiction in connection with the terms and all such matters and disputes.

16. Definitions and Interpretation

16.1 The masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa and words importing persons include firms or companies. The section headings to the provisions are inserted for convenience of reference only and are not a part of, and do not affect the construction or interpretation of, the terms.

16.2 The “Terms” means the terms and conditions set out in this document, and such other terms and conditions as may be added to or substituted for them from time to time pursuant to these terms. “You” means the person accessing or using the website. Otherwise, “we” and any capitalised terms which are not defined in these terms have the meaning given to them in the ECU Online Terms which are available upon login at www.elevatecu.ie