

Terms of Use for Avant Money Digital Services and eStatements

These Terms of Use apply to the Avant Money Digital Services and form part of the agreement between you and us, Avantcard DAC trading as Avant Money ("Avant Money"). The Card terms and conditions that apply to the Account(s) you access through Avant Money Digital Services, also form part of our agreement.

Definitions

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

"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.

"Avant Money" is a registered trading name of Avantcard DAC in the Republic of Ireland.

"Avant Money Mobile App" means the application available to download on a mobile device to access the Avant Money Mobile Service.

"Avant Money Mobile Service" means the services that can be accessed through the Avant Money Mobile App.

"My Avant Money" 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 and that can be accessed through the online functionality available on <https://my.avantmoney.ie>

"My Avant Money Service" means the services that can be accessed through My Avant Money.

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

"Digital Service(s)" means the My Avant Money Service and the Avant Money Mobile Service individually or together.

"eStatement(s)" means that statements are provided in an electronic format, available by logging into the Avant Money Digital Services and subject to the eStatement terms and conditions.

"One-Time Passcode" means the security code we send you when you are required to complete additional authentication for specific functions e.g. register your Card and/or Account.

"Passcode" means the unique login passcode you created during the Avant Money Mobile App registration. This can also be used as an authentication method for eCommerce transactions.

"Password" means the password you created to access your My Avant Money account.

"Push Notification" means a message we may send to your registered mobile device using the Avant Money Mobile App. For example, Push Notifications may be used to ask you to approve or consent to certain services or to notify you when we provide you with important information.

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

"Username" means the username chosen by you when you register your Card and/or Account to access the My Avant Money services

"We", "us" and "our" mean Avant Money and our successors and assigns.

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

1. REGISTERING FOR AVANT MONEY DIGITAL SERVICES

1.1 By registering for Avant Money Digital Services, you accept these Terms of Use.

1.2 Once you have registered for My Avant Money, you can install and use the Avant Money Mobile App on your mobile device.

1.3 You can find further details on how to register and full details of the range of services available to you on the Avant Money website. You do not need to register separately to use My Avant Money through a browser on your mobile device.

1.4 To install and use the Avant Money Mobile App, you will require a mobile number from an eligible country and an iOS or Android compatible device with internet access either through WIFI or telecom networks (such as 3G or 4G) and you will need to download the Avant Money Mobile App from the Apple App Store or Google Play Store as applicable for your device.

1.5 After you have registered for the Avant Money Digital Services, we will never ask you to disclose in full to us or to anyone purporting to act on our behalf your Security Information. If you receive this form of a request from any source, it is likely to be fraudulent and, you should not reveal your Security Information in response. You should immediately advise us of any such request.

2. Licence



2.1 All intellectual property rights in the data, codes, mobile app, information or material used by us to provide the Avant Money Digital Services are and remain vested in us and you are only authorised to use such data, codes, information or material for the purpose of accessing the Digital Services in accordance with these Terms of Use.

2.2 If you install the Avant Money Mobile App, we hereby grant you a non-exclusive, non-transferable, revocable licence to use the Avant Money Mobile App (including any future updates) for the sole purpose of accessing the Avant Money Mobile Services.

2.3 From time to time we may require you to update the Avant Money Mobile App by downloading updates from the Apple App Store or Google Play Store as applicable. If the updates are not downloaded the Avant Money Mobile Services may no longer be available to you.

2.4 You're responsible for ensuring that your device is capable of operating the Avant Money Mobile App (which we'll update from time to time). We can't guarantee that we'll continue to support the operating system used by your device.

2.5 We'll assume that you've accepted the terms of the licence by installing the Avant Money Mobile App on your device and the licence will continue until you cancel the Avant Money Mobile Services or delete the Avant Money Mobile App or if we end your use of Avant Money Mobile Services.

3. Using the Digital Services

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

3.2 Electronic statements (eStatements) on your Account shall be available on My Avant Money and the Avant Money Mobile App.

3.3 We may send you emails about Digital Services, 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 My Avant Money.

3.4 Instead of notification by email, we may choose to send you notification by other means, including other electronic means such as SMS, push notifications, or any other suitable method.

3.5 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 the Digital Service is being misused.

3.6 The Avant Money Mobile App is available to all users "as is" without any representations or warranties of any kind, either express or implied. We make no representations, warranties, or undertakings that the Avant Money Mobile App, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. All use by you of the Avant Money Mobile App is at your own risk, and you assume complete responsibility for, and for all risk of loss resulting from, your installation and / or use of the Avant Money Mobile App.

3.7 The Account balance quoted through the Digital Services is updated at regular intervals when we receive details of the transactions from the merchant or their bank however it may not have been appropriately adjusted to include all debit/credit (whether paper or electronic) transactions carried out by you since the balance was last updated if these have not yet been notified to us. You acknowledge that information given through the Digital Services is as up to date as our systems permit at the time of your use or enquiry. We will not be liable for any loss suffered by reason of any information not being accurate or up to date.

4. Availability and Termination

4.1 We cannot guarantee that the Digital Services will always be available, and we may terminate, withdraw or suspend the use of the Digital 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 the Digital Services during this downtime.

4.2 We may terminate, withdraw or suspend all or part of your use of the Digital Services 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.

4.3 We may immediately terminate, withdraw or suspend all or part of your use of the Digital Services for any of the reasons set out in your Card agreement with us or if:

- you die;
- you are declared bankrupt or insolvent;
- you have failed security checks;
- we are required to do so by law, regulation or direction from an authority to whom we have a duty to obey; or
- you have breached these terms and conditions.

We do not have to notify you beforehand if we stop, restrict or block the Digital Services for any reason listed above. We are not liable to you or anyone else if we stop or block the Digital Services for any reason above.

5. My Avant Money Security

5.1 When you first use My Avant Money, you must set up an online Username and Password and provide us with certain Security Information.

5.2 You must never:

- 5.2.1 write down your Username, Password, One-Time Passcode or the Security Information you have given us;
- 5.2.2 tell anyone your Username, Password, One-Time Passcode or Security Information;
- 5.2.3 allow anyone else to access your Account through the Digital Services.

5.3 You must:

- 5.3.1 make sure that your Username and Password or Security Information is not kept (by a browser or any other software) so that they could be found and used by someone else;
- 5.3.2 tell us if you believe that someone else knows or may have access to your Username or Password or Security Information or if you have forgotten your Username/Password or Security Information.

5.4 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 Username and Password on your computer to protect your information.

6. Avant Money Mobile App Security

6.1 When registering for the Avant Money Mobile App, you must set-up a login Passcode. Your Passcode can be used to login to the Avant Money Mobile App and authorise online purchases that require authentication.

6.2 When setting up your Passcode:

- 6.2.1 make your Passcode easy to remember, but hard to guess;
- 6.2.2 don't use an obvious Passcode like your date of birth, or part of your phone number or address.

6.3 You may have the option of enabling access to the Avant Money Mobile App by means of the biometric information on your device (provided it has this functionality). To enable access to the biometric login, just follow the prompts when you are installing the Avant Money Mobile App.

6.4 When enabling biometric information, ensure only your biometric information is registered. Where you have more than one biometric profile stored on a device, each profile may be able to access your account and approve online purchases that may require approval. For the avoidance of doubt, please note we do not retain or store any biometric data.

6.5 Jailbroken or rooted devices are not compatible with the Avant Money Mobile App. A jailbroken or rooted device is a device that has been modified to remove security layers designed to protect your personal information and your mobile device. When this security is removed from your mobile device, third parties may be able to steal your personal information, damage your device, attack your network, or introduce malware, spyware, or viruses. The Avant Money Mobile App performs a series of security checks to determine if the device is safe on installation. The Avant Money Mobile App will not run on mobile devices where the security checks have not been successful. You may still access My Avant Money through a browser.

7. Our responsibility and your responsibility

7.1 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.

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

7.3 You are responsible for all telecommunication and similar charges incurred by you in gaining access to and using the Digital Services.

7.4 We are not responsible for any misuse of the Digital Services by you or anyone else, nor for any disclosure of confidential information where you have failed to take reasonable precautions to protect your Username and Password, Passcode and Security Information, or to let us know of any changes, or where you have otherwise acted fraudulently or with gross negligence.

7.5 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.

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

7.7 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.

8. Changes to Terms of Use

8.1 We reserve the right to change the content, presentation, performance, functionality and availability of any part of the Digital Services, at our sole discretion.

8.2 We may add or make changes to these Terms of Use at any time to meet regulatory requirements or to enhance security. Where the change is to your disadvantage, we will give you at least one month's advance notice before the changes take effect.

We may give this notice by providing the updated Terms of Use by:

- notifying you within the Avant Money Mobile App;
- delivering a message to or on the My Avant Money Services site;
- sending a text message (to the mobile phone number you gave us);
- sending an email (to the email address you gave us); or
- sending you notice by post.

If you do not agree with changes, including the changes to the terms, you should cease to use the Digital Service.

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

9. Miscellaneous

9.1 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.

9.2 These Terms of Use are governed by the laws 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.

10. Links to external sites

10.1 The Avant Money Mobile App and My Avant Money may contain links to external websites. Avant Money is not responsible for and does not endorse or approve the content or accuracy of any such external websites.

11. eStatement terms and conditions

11.1 An eStatement is a statement issued in respect of the Account by electronic means and may change in format from time to time.

11.2 The eStatement terms and 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 Terms of Use for My Avant Money and the Avant Money Mobile App (if applicable) and references to statements will be deemed to include reference to eStatements where appropriate.

11.3 We will send a notification to you that the eStatement is available to view and it is your responsibility to access your My Avant Money and/or Avant Money Mobile App to access eStatements. We will not be responsible if any e-mail notification is not received by you for any reason, including but not limited to: your e-mail address has changed and you have not informed us; it has become invalid due to a systems failure; interruptions in communications systems or any other similar reason.

11.4 If you do not receive an email notification before the date on which your payment is due, you should log into My Avant Money or the Avant Money Mobile App or contact us. Even if you have not received an e-mail notification 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.

11.5 When you view your eStatement, it will be displayed as a PDF. Up to seven years of statements are available to view in My Avant Money, and one year of eStatements are available in the mobile app. 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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 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 Avant Money 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.