

This online banking website for your Chill Money credit card is owned and maintained by AvantCard DAC.

General Terms of Use

Please read the following terms of use carefully. By using this website and its related services, you acknowledge that you have read the terms of use and that you accept and will be bound by them, as they may be modified by AvantCard DAC ("Avant Money") from time to time, as posted on this website. If you do not agree to the terms of use, you may not use this website.

Legal name and address

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.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in the website (except where specifically identified as third party content) and in the material published on it. All information on this website is protected by applicable intellectual property and other laws around the world. All such rights are reserved. Unless otherwise specified (see the Limited Disclaimer of Copyright below), all such rights are reserved and no one has permission to copy, display, distribute, or republish in any form, or store by electronic means any part of the information found on this website without the written permission of Avant Money, except in accordance with the Copyright and Related Rights Act 2000 (as amended).

The posting of information or other materials to this website does not constitute a waiver of any proprietary right in such information and materials (such as, but not limited to, copyrights, trademarks, trade names or other intellectual property) and does not transfer any rights to a user on the website or any other third party, except as expressly provided herein.

Our status (and that of any identified contributors) as the authors of material on the website must always be acknowledged.

Limited Disclaimer of Copyright

Anyone may view the information (and incidentally create an electronic copy of the information) available from this website for information purposes only. No part of the information at this website can be otherwise redistributed, copied or reproduced in any form without the prior written consent of Avant Money.

Our Website Changes Regularly

Avant Money makes no representation or warranty or undertaking as to the information contained on the website including but not limited to, the accuracy, timeliness, or completeness of the website materials.

Avant Money periodically amends, changes, adds, deletes, updates or alters the information, including, without limitation the terms of use at the website, without notice. Further, Avant Money assumes no responsibility for any errors or omissions in the content of the website. Avant Money specifically disclaims any duty to update the information on the website.

Commentary and other materials posted on the website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the website, or by anyone who may be informed of any of its contents.

Use of information provided on the website is at the user's sole risk.

Our Liability

The material displayed on the website, including references to either Avant Money or Chill Money, and their services and products is provided without any guarantees, conditions or warranties as to its accuracy.

Reference to Avant Money, and its services and products are provided without warranty of any kind, either expressed or implied. Under no circumstances shall Avant Money or any other party involved in the creation, production or delivery of the information at this website be liable for any direct, special, incidental, indirect or consequential loss or damage of any kind incurred by any user in connection with the website (or the information or services provided at this website) or in connection with the use, inability to use, or results of the use of the website, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Under no circumstances shall Avant Money have liability to users for any damages, losses and causes of action (whether in contract, tort, including, but not limited to, negligence or otherwise) for accessing the website. The user should consult his or her own legal advisers regarding the applicability of their own domestic legislation regarding limitations on liability.

Typographical errors

This website could include technical inaccuracies or typographical errors.

Indemnification by user

User agrees to indemnify, defend and hold Avant Money harmless from any liability, loss, claim and expense, including legal fees related to a user's violation of these terms and conditions of use or unauthorised use of the services and information provided at this website.

Viruses

Avant Money accepts no responsibility for any damage caused by viruses contained within the electronic files at this website.

Links to other websites

This website contains links to other websites. Avant Money is not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by Avant Money. Inclusion of any linked website does not imply approval or endorsement of the linked website by Avant Money.

Submission of information

All information transmitted, or otherwise submitted to Avant Money, via this website shall only be used by Avant Money to the extent permitted by applicable legislation, specifically data protection legislation in Ireland.

General

These terms of use will be governed by and construed in accordance with the applicable laws of the Republic of Ireland without regard to conflict of law principles, and users agree that all legal proceedings relating to the matters herein shall be adjudicated solely in the courts of the Republic of Ireland. Users consent to extra-territorial service of process and submit to the jurisdiction of the said courts.

To the extent that any portion of these terms of use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these terms of use as so modified will remain in full force and effect.

Any waiver of any provisions contained in these terms of use by Avant Money shall not be deemed to be a waiver of any other right, term or provision of these terms and conditions.

Terms of Use of Online Banking site - Definitions

Please note that clauses 5.6, 5.7 & 5.8 will be effective from August 1st 2019.

"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 the registered trading name of Avantcard DAC in the Republic of Ireland.

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

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

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

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

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

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

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

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

1. Registering for Online Banking

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

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

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

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

2. Using our services

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

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

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

2.4 We will not be responsible if any e-mail notification is not received by you for any reason, including because your e-mail address has changed and you have not told us, or it has become invalid, or due to systems failure, interruptions in communications systems or other similar reasons.

2.5 If you do not receive an email notification before the date on which your payment is due, you should log into Online Banking or contact us. Even if you have not received our e-mail or any other notification, or you have not been able to access your statement online, you must still pay at least the minimum repayment on your Account and on time.

2.6 We may send you emails about online banking and other services and products that we provide. If you do not wish to receive emails about our products and services you can update your preferences in the Settings menu of your Online Banking account.

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

2.8 We may perform fraud prevention checks before carrying out your instructions and may refuse to do so where we reasonably believe that the instruction is not lawful, or is subject to fraud, or where Online Banking is being misused.

2.9 We may terminate, withdraw or suspend all or part of your use of Online Banking if we have reasonable grounds to believe that these services are being used fraudulently, or the use is unauthorised, or there is a risk that you will be unable to repay what you owe.

3. Availability

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

4. Security

4.1 When you first use Online Banking, you must set up an online Password,/Username and provide us with certain security information.

4.2 You must never:

4.2.1 write down your Password/Username or the security information you have given us, unless you do this in a way that would make it impossible for anyone to recognise it;

4.2.2 tell anyone your Password/Username or security information;

4.2.3 allow anyone else to access your Account on Online Banking.

4.3 You must:

4.3.1 make sure that your Password/Username or security information is not kept (by a browser or any other software) so that they could be found and used by someone else;

4.3.2 tell us if you think that someone else knows or may have access to your Password/Username or security information or if you have forgotten your Password/Username or security information

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

5. Our responsibility and your responsibility

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

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

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

- 5.4 We will do all that we reasonably can to prevent unauthorised access to Online Banking and to keep these services secure, provided that you have complied with condition 4.
- 5.5 We are not responsible for any misuse of Online Banking by you or anyone else, nor for any disclosure of confidential information by us where you have failed to take reasonable precautions to protect your Password/Username and security information, or to let us know of any changes, or where you have otherwise acted fraudulently or with gross negligence.
- 5.6 Where you engage an AISP to provide services involving your online accessible accounts, they will have access to view accounts that you provided them with consent to view.
- 5.7 We are not responsible for how your online information is used by any AISP appointed by you.
- 5.8 Use of your data by any AISP shall be governed by the contract or agreement between you and that AISP. You are responsible for providing explicit consent to any AISP to provide account information services to you.

6. Changes

- 6.1 We may change the functions available through Online Banking from time to time.
- 6.2 We may make changes to these Terms of Use, including introducing new terms, or terminating Online Banking for any of the reasons set out in your card agreement with us. If we do this, we will give you at least one month's advance notice if the change is to your disadvantage. We may give this notice by providing the new terms of use on the Online Banking site.
- 6.3 You must tell us if your name, address, telephone number (including mobile), email or other details change
- 6.4 We may at any time waive any of our rights under these Terms of Use, whether by letting you know or not, and this will not affect our right to apply these rights again.

7. Governing law

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

8. Links to external sites

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

eStatement Terms and Conditions

These conditions are supplemental to the terms and conditions governing your credit card agreement with us ("Card Terms and Conditions") and the terms of use of online banking.

Statements will be provided electronically via your online banking account.

1. An eStatement is a statement issued in respect of the account by electronic means and may change in format from time to time.
2. The terms and conditions in this section (the eStatement Conditions) apply to the issue of electronic statements on your account. In the event of any inconsistency or ambiguity between the Card Terms and Conditions and the eStatement Conditions, the eStatement Conditions shall prevail. Terms that are used in the eStatement conditions will have the same definitions as those contained in the Card Terms and Conditions and online banking terms of use, if applicable and references to statements will be deemed to include reference to eStatements where appropriate.
3. We may send a notification to you that the eStatement is available to view and it is your responsibility to access your online banking account to access eStatements online.
4. When you view your eStatement, it will be displayed as a PDF. When accessed, the PDF will open in a separate window and will not time out. Up to three years of statements are available to view online. You can view, download and save individual statements at any time. eStatements are environmentally positive. When you utilise eStatements, no paper copy is printed and posted to you.
5. It is your responsibility to satisfy yourself that the computer or device you use is secure. You must not leave your computer access open to view by third parties and in particular you must not save any eStatement on a computer or device which is not your own.
6. 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.
7. 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.
8. 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 be sent by post to you. It is your responsibility to ensure you have updated any change of address.
9. We will have no more liability in respect of loss or damage sustained by you, directly and indirectly, arising out of or in relation to the provision by us, or access by you, of eStatements than would be the case if you received paper statements and for the avoidance of doubt the provisions of the Card Terms and Conditions and the online banking terms of use relating to the provision of information will apply, with due changes as applicable, to the provision of eStatements.

Data Protection Notice

Introduction

AvantCard DAC (Avant Money) takes its obligations under applicable data protection law very seriously. This data protection notice explains how Avant Money will handle your personal information in order that you can decide whether or not to provide that information to us. Avant Money includes our affiliates, successors and/or assignees.

Personal Information

The personal information that Avant Money collects about you may include the following:-

- Name
- Address
- Email address
- Phone number
- Bank account details
- Debit card details
- Transaction details
- Anti-money laundering documentation
- Call recordings
- Credit history details

The personal information requested from you is necessary to allow Avant Money to properly and appropriately provide or administer its products and services. An absence of sufficient information in this regard may give rise to Avant Money being unable to provide such products or services to you in the appropriate manner.

Your personal information may be stored by Avant Money on a computerised database and/or in any other secure manner. Any personal information which you provide to us when you apply for a product or hold an account with us will be used in accordance with the terms and conditions of the particular agreement which you have entered into with us and in accordance with the Data Protection Acts 1988 and 2003.

Usage of Personal Information

Avant Money may use your personal information, and may disclose it to other members of its corporate group and partners, agents and credit intermediaries, for the following purposes:

- to administer the services or products that we supply to you
- depending on your marketing preferences, for direct marketing purposes so that we may inform you of our products or services, but only so long as you have given your consent to do so (where appropriate). You can update your preferences anytime in the Settings menu of your online banking account.
- to carry out searches (for anti-money laundering, credit history and legal purposes) and to disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for on-going credit review

- to establish and confirm how you operate your account(s) with Avant Money and to ensure compliance with any applicable terms and conditions
- to review your financial position with Avant Money
- to provide your personal information to debt collection agencies who act on behalf of Avant Money
- to provide your personal information to third party processors and contractors who provide services to Avant Money, such as IT systems providers and professional services firms
- to prevent and detect fraud, or other unlawful activity and to trace those responsible
- to carry out statistical analysis and market research or to instruct a third party to perform this on our behalf
- any other lawful purpose

Where Avant Money discloses personal information to third parties it ensures that it has an appropriate contract in place that protects your personal information and complies with its obligations under the Data Protection Acts 1988 and 2003.

Sale of the Avant Money Business

We may disclose your personal information to potential acquirers of Avant Money, or of any part of our business, as part of a due diligence process. Where we make such disclosures we will do so subject to strict confidentiality agreements. Where there is a transfer of our business, or any part of it, to a third party, we may transfer your personal information to that third party in order to allow them to continue to provide services to you.

Telephone Calls

We may record inbound and outbound telephone calls for quality assurance and training purposes.

Data Subject Access Requests

Under the Data Protection Acts 1988 and 2003 you have the right of access to personal information we hold about you on our records on payment of a nominal fee (currently €6.35). You are also entitled to have your personal data corrected if inaccurate or erased if we do not have a legitimate reason for retaining your data.

For further information, please write to the Compliance Manager, Avant Money, Dublin Road, Carrick-on-Shannon, Co Leitrim.

Privacy Statement

Introduction

This is the privacy and cookies statement of AvantCard DAC ("Avant Money"). Avant Money is the registered trading name of AvantCard DAC in the Republic of Ireland. AvantCard DAC is part of the EVO Banco Group.

Whilst exploring the services offered through this and websites owned by other members of the EVO Banco group, please be alert for and review any specialised privacy statements and terms of use applicable to particular products or websites, or portions thereof, as they may differ depending on group, company, product or service.

Further protection of your privacy –policies of other services

While exploring the services offered through this website, please be aware that other online retailers, partners, third party internet sites, and third party services accessible through this website have separate privacy and data collection policies and practices which are independent of and may differ from Avant Money's policies and practices. Avant Money is not responsible or liable for these independent policies and practices. It is your responsibility to review them and decide whether such policies and practices satisfactorily protect your rights.

Customer privacy is important to us

At Avant Money, we are committed to providing our customers with the finest products backed by consistently top-quality service.

However, we fully recognise the importance of keeping our customers' personal and account information secure.

- We use established and exacting security standards to protect customer information from unauthorised access
- We verify the identity of our customers through the use of personal passwords or other information before assisting them
- We also use vigilant protection measures in order to protect our customers' accounts from fraudulent use

Disclosure of Personal Information

We will release some personal information about you to credit reference agencies when we search their records about you. The credit reference agencies will record details of our searches. We will also release information, including any defaults, about any account(s) which you hold with us or any member of the EVO Banco Group to credit reference agencies. We may also release personal information about you to fraud prevention agencies. If you give us false or inaccurate information and we suspect fraud, we will release this.

Personal information

This website server automatically recognises and records the domain name from which you access the internet and the names of the pages you visited while at our site. In doing this, we do not gather or store any personal information about you. We do not store your electronic mail address (unless you choose to provide that to us). The information gathered may be used to improve the content of this website and make it more useful. Any personal information which you provide to us when you apply for a product or hold an account with us will be used in accordance with the terms and

conditions of the particular agreement which you have entered into with us and in accordance with data protection legislation in the Republic of Ireland.

Right to access, rectification or erasure of data

Under the Data Protection Acts 1988 and 2003, you are entitled to a copy of any personal data that we hold for you. You are also entitled to have your personal data corrected if inaccurate or erased if we do not have a legitimate reason for retaining your data. For further information relating to the processing of your personal data, access, rectification or erasure of data, please write to the Compliance Manager, Avant Money, Dublin Road, Carrick-on-Shannon, Co Leitrim.

Cookies

Cookies are pieces of information which are stored directly on the computer you are using. We may place cookies or similar files on your computer when you visit our website. They are used for:

Collecting information – cookies help us collect data about you and how you use our services – for example, we're interested in which internet browser you used to visit our website, how long you visited and which pages you looked at. We monitor the information gathered to understand how we can improve the design and functionality of our website to better serve you in future. Cookies and similar files do not capture unencrypted personal information.

Want to know more about cookies? The Interactive Advertising Bureau has produced a guide which explains how cookies work and how they are managed – visit www.allaboutcookies.org to read more.

Information we collect

When you visit this site, we may collect certain types of information from you, such as information you voluntarily provide via forms, surveys, applications, etc. We may also collect information about you from your online browsing and transactions, including your preferences, pages visited, technical information regarding your computer and operating systems, such as your internet protocol address, domain name, system configuration and settings.

Privacy Statement changes

We may change this privacy statement from time to time. When such a change is made, we will post a revised version on this website. Changes will be effective when they are posted. It is your responsibility to review this privacy statement from time to time to be aware of any such change. Your continued use of the service will indicate your agreement to any such change.

This privacy statement was last reviewed in March 2017.

Tell us what you think

Avant Money welcomes your questions and comments about privacy. Please write to the Compliance Manager, Avant Money, Dublin Road, Carrick on Shannon, Co Leitrim.

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

Accessibility – Digital

We're working to make every part of our website accessible to all of our customers

We're continually enhancing our web environment to increase accessibility and usability for all of our customers. Avant Money strives to achieve "AA" accessibility standards as set out by the World Wide Web Consortium's (W3C).

Here are some handy tips for screen reader users:

Navigate by headings

We've structured our website so that each section on each page is labeled with a heading. These headings are formatted in such a way that your screen reader can identify them, helping you locate the information you need more easily.

Descriptive link text

In order to help you find what you're looking for more easily, on this site we use descriptive link text everywhere we can. Where this isn't possible, we'll include additional text before or after the link which can be picked up by screen reader users, ensuring the destination of every link is clear for everyone.

Upgrade to Adobe® Reader® version 5.0 or later

Because PDF files created in Adobe® Reader® version 4.0 or earlier are not accessible by screen readers, Avant Money creates its PDF files in version 5.0 or later. To access the PDFs on our site therefore, you'll also need to upgrade your Adobe® Reader® version to 5.0 or later

Control font sizes

You can control the font size of each page using your internet browser settings. Our pages are constructed so that the font will resize without significantly changing the layout of our web pages

We also provide the following services:

For customers with hearing impairments

In Ireland, Eircom provides a service to hearing impaired people by providing them with a mini-com on their phone and, when they want to make a call, they dial 1800 207 900. This action takes them through to an operator who acts as a middle man between the customer and the person they are calling. The service works as an interpreter service for the deaf. For example, when a hearing impaired customer calls Avant Money, the customer types their question to the operator, the operator passes the question on to one of our team and the operator then types the answer back to the customer.

For visually impaired customers

We can arrange to have customer requests for alternative transcription, such as large print, Braille, audio and CD. When a customer calls through to our Customer Service Team and requests this service, one of our team will take the customers' details and email them to our support team.

For customers with speech impediments

We will accept a letter of authority to enable us to deal with any person who wishes to nominate a third party to speak on their behalf. We will also accept verbal authority to deal with third parties, but only on a case-by-case basis.