

TERMS OF BUSINESS

BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse
Aktiengesellschaft, acting through its Irish Branch and trading as “MoCo”

1. Business Relationship

These terms of business set out the basis on which BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse Aktiengesellschaft, acting through its Irish Branch and trading as MoCo (“**MoCo**”, “**our**”, “**we**”) provide services to our customers (“**you**”).

2. About Us

BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse Aktiengesellschaft (“**BAWAG**”), trading as MoCo is authorised by the Austrian Financial Markets Authority in Austria and is regulated by the Central Bank of Ireland for conduct of business rules. BAWAG is a stock corporation registered in Austria having its registered office at Wiedner Gürtel 11 1100, Vienna (with registration number no. 205340X) and having a registered branch in Ireland (with registration no. 910053) at 7/8 Mount Street Upper, Dublin, D02 FT59.

3. MoCo Head Office Contact Details

Address: PO Box 13640, Dublin 1

Phone: 01-5241400

Email: hello@moco.ie

Website: www.moco.ie

4. Regulatory Status

BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse Aktiengesellschaft, trading as MoCo is authorised by the Austrian Financial Markets Authority in Austria and is regulated by the Central Bank of Ireland for conduct of business rules.

5. Regulated Activities

MoCo provides residential mortgage loans to borrowers who are introduced to us by regulated and authorised mortgage intermediaries.

6. Charges

www.moco.ie

We charge for our products and services. These charges are set out in detail in our loan documentation. Please see our website for a complete list of fees and charges.

7. Conflicts of Interest

We have a conflicts of interest policy in place to ensure conflicts of interest are avoided. It is our policy to avoid conflicts of interest with our customers. However, if a conflict of interest arises that cannot be reasonably avoided, we will disclose the general nature and/or source of the conflict of interest to you. Where a conflict arises, we will only undertake business with you, where you have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed. We will also ensure that the conflict does not result in any damage to your interests.

8. Customer Default

Where you default on any agreement with us, we may terminate that agreement and/or take such steps (including legal proceedings and enforcement of security) as we believe necessary. Any steps taken will be in accordance with the relevant terms and conditions of the agreement and any applicable Central Bank Code of Conduct.

9. Complaints Procedure

We have in place a written procedure for the prompt, efficient and fair handling of complaints. If you wish to make a complaint, please email us at complaints@moco.ie or call us at 01-5241400.

We will acknowledge receipt of your complaint within five business days. We will update you on the progress of our investigation within at least 20 business days of receipt and we will aim to resolve your complaint within 40 business days of receipt.

If you are not happy with our final response or the manner in which we dealt with your complaint, you may be entitled to refer your complaint to:

Financial Services and Pensions Ombudsman
3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Phone: (01) 5677000
Email: info@fspo.ie

10. Changes to our Terms of Business

If we make any material changes to these Terms of Business, we will notify affected customers accordingly.

11. Language and Governing Law

All communications with you will be in English. Our relationship with you is governed by the laws of Ireland.

12. How we use your personal data

MoCo is subject to, and acts in accordance with EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data, or General Data Protection Regulation (“GDPR”). For further information on how we process your personal data, please visit our website at: www.moco.ie/policies#customer-data-privacy

13. Effective Date

These Terms of Business are effective as at October 2023.