# Terms and Conditions for this Online service

## Important legal notice:

Please read the following terms and conditions carefully.

These terms and conditions relate to the customer online service provided by Irish Life Assurance. Access to and use of the Online service is subject to these terms and conditions. If you do not accept these, please do not register for or access the Online service.

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## 1. Introduction

These terms and conditions, as they may be amended from time to time, (referred to as on-line terms and conditions) govern your use of the Online service.

They operate in conjunction with the contract Irish Life Assurance Public Limited Company has with you regarding your plan(s).

That contract is made up of, for each plan:

- the plan we provide to you;
- the schedule for the plan;
- our plan terms and conditions;
- your application form;
- the detailed funds rules; and
- any extra fund rules we may add in the future.

Together these are known as the plan terms.

# 2. Definitions

Plan terms have the same meaning in the online service terms.

The following words also have the following meanings:

Plan	The contract between you and Irish Life Assurance Public Limited Company as
	described in the Introduction
Self-Service ID (SSID)	The unique self-service ID issued to you and used as part of the login process to
	the Online service
Temporary Pin	The personal identification number issued to you to allow you to register for the
	online service
Personal Security Details	Those personal security details and features you need in order to access and use
	the Online service
Online Service	The various self-service features and functions available through the Online
	service website
Online Service Website	The website from which you can access our on-line service
Irish Life Assurance Public	A company registered under the laws of Ireland (registered no. 152576) having
Limited Company	it registered office at Irish Life Centre, Lower Abbey Street, Dublin 1. (ILA)
Irish Life Financial Services	A company registered under the laws of Ireland (registered no. 489221) having
Limited	it registered office at Irish Life Centre, Lower Abbey Street, Dublin 1. (ILFS)
We, us, our	Irish Life Assurance Public Limited Company and Irish Life Financial Services
	Limited and our group companies
You, your	The person who is accessing this website and using the Online service

# 3. Access to and using Online Services

You may access and use the Online service as soon as you complete the registration process. Access to the Online service website is governed by the terms and conditions herein set out, as they are amended from time to time. By accessing the Online service website you will be deemed to have accepted all amendments to the terms and conditions.

Your right to access and use The Online service is personal to you so you cannot transfer it. You must follow the instructions set out on each page of the Online service website.

You must pay all costs you run up in accessing and using the Online service, including any telecommunications and equipment costs.

#### Security

We issue you with a Self-Service ID (SSID) and a temporary PIN to allow you to register for the Online service. Once you have registered you must give us the SSID and any other personal security details when asked to do so, and in the form asked for, each time you access or use the Online service.

#### It is your responsibility:

- to keep the SSID and other personal security details secret;
- not to record them in writing; and
- not to keep them in such a way that they would be recognisable or otherwise easy for any other person to get access to

You will be liable for all access to and use of the Online service made through or under your SSID, whether or not you authorised the access or use.

You must tell us immediately if you become aware or suspect that someone else knows your SSID and/or any other personal security details, or if you believe they are no longer secret. You should phone us on 01 704 1010.

We may have to suspend access to and use of Online service through your SSID or other personal security details if we suspect or believe that someone has misused the services or breached security (or is likely to do so).

If this happens, we will tell you as soon as reasonably possible by writing to the most up to date record we have of your address.

#### **Online Services**

The Online service website is available to you "as is". We make no representation that this website, or the server that makes it available, will be free from defects, inaccuracies or typographical errors.

#### You understand that:

- there are certain risks in using the internet, including security risks; and
- Accessing and using on-line services, or sending and receiving e-mail and other communications, cannot be guaranteed to be free from interference by other people or to remain private and confidential.

You agree that you access and use the services, and send or receive e-mail and other communications, at your own risk.

### Important information regarding cookies

Irish Life uses cookies to enhance your browsing experience and to create a secure and effective website for our customers. By using this site you agree that we may store and access cookies on your device, unless you have disabled your cookies.

#### Important information regarding your Financial Advisers access to this website

You agree that your Financial Adviser may enter and change information in this website and publish reports on this website. We are not responsible for and do not screen or edit any content posted by your Financial Adviser.

## **Temporary Withdrawal of Service**

We are entitled to temporarily suspend the Online service website to remedy any breakdown, fault or modification or to facilitate any developments of the website.

#### 4. Information on Fund and Fund Values

Through Online service you can see information about the funds and fund values given to the plan. We give this information in line with the qualifications (for example, switch pending) shown on the Online service website at the time of viewing.

The value of the investments may fall as well as rise. You accept that the values shown are based on the latest price available and do not reflect any pending transactions as yet unprocessed.

As a result, there is no guarantee that the value shown will be accurate at the time you view it. We provide these values for information purposes only so that you can track the value of the plan.

You should not use the values to base any investment decision on.

#### 5. Records

We will keep electronic records of:

- authorisations and instructions received from you;
- transactions carried out through the Online service website;
- any e-mail or other communications we send to you; and
- any e-mail or other communications you send to us.

If there is a dispute relating to these matters, we will use the records we keep to sort out the dispute.

#### You agree that:

- any records or other information we maintain in electronic form concerning these matters can be used in any legal proceedings; and
- they are evidence of the facts contained in them, unless there is evidence to prove otherwise.

You also agree that you will not object to any electronic records or electronic information being used in any proceedings purely because they are in electronic form or because they may not be the best evidence available of the matters they relate to.

# 6. Disclaimer and Limitation of Liability

To the fullest extent permitted by law, we will not be liable for any loss or damage arising out of or in connection with this website or use of the Online service.

You agree that we will not be liable for any of the following matters or for any of the following types of loss:

- Delays, interruptions, mistakes or failures in Online service not within our reasonable control such as a problem with electrical power, a breakdown or any other problem with any equipment, or industrial action or disputes.
- Any loss or damage you suffer as a result of the Online service not being available or not working properly.
- Any loss or damage you suffer as a result of data entered, or omitted to be entered, by your Financial Advisor including, but not limited to, under the heading of non-Irish Life or external assets or in the body of any client reports published on the website by your Financial advisor.
- Indirect, special, incidental or consequential loss or damage (including loss or damage you suffer as a result of an action brought by another person, and any lost profits or other opportunities) even if that loss or damage was reasonably expected, and even if we had been told about the possibility of you suffering it.

# 7. Indemnity

You agree to indemnify us from any loss or damage any person suffers as a result of you breaching these On-Line Service terms.

#### 8. Termination

We may, without any liability, terminate (end) your right to access this website and use Online service immediately without giving you notice if:

- you become bankrupt or insolvent;
- you tell us in writing that you want to terminate your rights of access and use; or
- we tell you in writing that we propose to discontinue Online service.

#### 9. General

#### Copyright and Reproduction Notice and Limited License

The information, content, graphics, text, sounds, images, buttons, trademarks, trade names and logos (the materials) on the Online service website are protected by copyright and other intellectual property laws under national laws and international treaties. You are granted a limited license only for your own personal, non-commercial use to:

- refer to, make a record of or point to any page within the Online service website;
- download the materials on the Online service website to a single personal computer; and
- Print a single hard copy of the materials on the Online service website for your own personal reference.

However, all copyright, trademark and other proprietary notices must be left intact. Any other use of the materials in the Online service website without our written permission beforehand is strictly prohibited and breaks our proprietary rights.

#### **Trademark Notice**

All trademarks, service marks, trade names and logos on this On-Line Service website belong to their owners.

#### No Invitation to Invest

In signing these Online service terms, you acknowledge that we are not giving or offering to give investment advice through the Online service website. You should not rely on any content or information you receive on or through the Online service website for investment, personal, financial or business decisions.

You should consult an appropriate and qualified professional for advice which is specifically tailored to your particular circumstances. Nothing in the Online service website is, or should be treated as, advice or an invitation to invest or otherwise deal in shares or other securities.

#### Information on this website

We believe that any content and information we receive through the Online service website is supplied by sources that are reliable. However, calculations made using this information, and opinions on that information, are not guaranteed by these sources, us or any other person or organisation and may not be complete.

The information on this website may be updated or altered at any time without notification and may at times, be out-of-date.

#### **Data Protection and Privacy Statement**

We and our associated companies follow current data protection legislation and respect your right to privacy.

By agreeing to these On-Line Service terms, filling in the registration instructions and accessing or using Online service, you will be providing us with personal information. We will use this information in connection with running Online service, for verification purposes and statistical analysis.

#### **Entire Agreement and Alteration**

These on-line service terms and the plan terms are the entire agreement between us and you relating to Online service. We may alter these on-line service terms from time to time. Any alterations will come into force once we have given you notice about them. We may give you notice of alterations by post, e-mail or start-up screens in the Online service website.

#### Terms That Cannot be Enforced

If any part of these Online service terms or the plan terms is held by any court to be invalid or unenforceable in whole or in part, the rest of this agreement will still be in force.

## **Protecting Our Rights**

If we decide not to take action against you because you have breached or not fully followed any part of the online service terms or the plan terms, we can still take action against you in the future for the same or any other offence.

#### Law

Irish law applies to these on-line service terms and your use of this website and you accept that the Irish courts are the only ones that have jurisdiction over any claims or disputes arising out of or in connection with these online service terms or the Online service.