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Contact Details: 01 828 0080  
Email: [dataprotection@keaneinvestments.com](mailto:dataprotection@keaneinvestments.com)

Keane Pension and Investment Consultants Limited (KPIC) is regulated by the Central Bank of Ireland.

These terms and conditions explain the basis on which you make use of the website and by using the website you are deemed to have understood, and confirm you accept these Terms and Conditions and that you will abide by them.

Where you use information on this website as a representative of your employer, you represent to us you have the full and unfettered legal right and authority to accept these Terms and conditions on behalf of and bind your employer. Any downloads from the website or copying of information on the website will mean that these terms apply to such information also.

### **1. Basis of Use**

Information appearing on this website is provided in accordance with and subject to the laws of Ireland and you are hereby advised that, by virtue of your browsing or accessing this website you have accepted the laws of Ireland as the law governing the conduct and operation of this website.

### **2. Use of Information**

The information contained on this website is provided for information purposes and is not intended to constitute an offer or solicitation of services to you to buy or sell any products or services of KPIC.

The information provided on this website is subject to change and update from time to time. Whilst we have taken all reasonable steps to ensure that the information is correct, neither KPIC nor any other person involved with the provision and maintenance of this website takes any responsibility in respect of any inaccuracy, incorrectness or incompleteness in such information provided. The use of such information is at your sole risk. KPIC does not accept liability for any loss or damage arising out of negligence or otherwise howsoever as a result of use of or reliance on this information, whether authorised or not. Any content or information received via this website should not be relied on for personal, financial or business decisions and you should consult an appropriate professional for advice which is specifically tailored to your particular circumstances.

### **3. Privacy**

In accessing this website you accept that the electronic mail and other transmissions passing over the Internet may not be free from interference by outside third parties and may not remain confidential. You also are accepting the website Privacy notice.

#### **4. Limitation of liability**

KPIC, nor any member of KPIC, provides any warranties or representations of any kind whether express or implied that this website will be free from, inaccuracies, incompleteness, incorrectness, or defects, including but not limited to viruses or other harmful elements.

KPIC shall not accept liability for any infection by computer virus, bug, tampering, unauthorised access, intervention, alteration of use, fraud, theft, technical failure, error, omission, interruption, deletion, defect or delay which corrupts or affects the administration, security, fairness and integrity or proper conduct of any aspect of this website. To the fullest extent permissible by applicable law KPIC hereby disclaims all warranties, express or implied.

To the fullest extent permitted by applicable law, neither KPIC, nor any member, directors, employees, agents, representatives or contractors will be liable for loss or damages arising out of or in connection with your use of, or your inability to use this website and/or facilities or services offered through this website, including but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damages to property and claims of third parties. If this clause is unenforceable in whole or in part in any jurisdiction then in no event will KPIC or KPIC representatives' total liability to you for all damages, losses and claims whether in contract, tort (including but not limited to negligence) or otherwise exceed the amount paid by you, if any, for accessing this website.

#### **5. Severability**

If any clause of these terms and conditions is declared to be invalid, it shall be deemed to be severable and shall not affect the validity or enforceability of the remainder.

#### **6. Headings**

The headings and numbering conventions of these terms and conditions are used solely for convenience and will not be used in interpreting the contents of this agreement.

#### **7. Entire Agreement**

These terms and conditions constitute the entire agreement between you and KPIC in relation to the use of this website, save as amended or modified by other terms and conditions within this website or other modifications published on this website in the future from time to time and shall supersede any and all prior promises, representations, agreements, statements and understandings whatsoever which existed or may have existed in relation to the use of this website, between you and KPIC.

## **Website Privacy Statement**

KPIC respect your right to privacy and comply with our obligations under the General Data Protection Regulation (“GDPR”). The purpose of this Privacy Statement is to outline how we collect and deal with any personal data you provide to us while visiting this website, and how we use “cookies” technology. Naturally, if you are not happy with this Privacy Statement, you should not use this website. You may also refer to our full Privacy Notice which is stored on our website at <http://nrfm.ie/data-privacy-notice/#top>.

By visiting this website, you are accepting the terms of this Privacy Statement. Any external links to other websites are clearly identifiable as such, and we are not responsible for the content or the privacy policies of these other websites. Different terms and conditions may apply to such websites, and such websites may not maintain the same standards of privacy as this website.

We retain personal data as follows:

### **1. Personal Data**

This is the data that identifies you or can be used to identify or contact you and may include your name, address, telephone numbers, e-mail addresses, IP address and date of birth. This information is only collected from you if you voluntarily submit it to us, and we will always inform you of the reasons why we request your Personal Data.

Similar to most websites, we gather statistical and other analytical information collected on an aggregate basis on all visitors to our website. This Data comprises information that can be used to identify or contact you, such as demographic information regarding, for example, user IP addresses where they have been clipped or anonymised, browser types and other anonymous statistical data involving the use of our website. Software analytics run in the background of the website called google analytics. See link to information about this software:

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage?hl=en-US>

We may use the Data gathered from visitors to our website in an aggregate form to get a better understanding of where our visitors come from and to help us better design and organise our website.

### **2. Cookies**

This website uses “cookies” technology. A cookie is a piece of text stored by the browser on your computer, at the request of our server. We may use cookies to deliver content specific to your interests and to save your personal preferences so that you do not have to re-enter them each time that you connect to our website. You are always free to decline our cookies, if your browser permits, or to ask your browser to indicate when a cookie is being sent. You can also delete cookie files from your computer at your discretion. Note that if you decline our cookies or ask for notification each time a cookie is being sent, this may restrict your ease of use of this website.

### **3. For what purpose do we collect Personal Data**

We will process any Personal Data you provide to us for the following purposes:

- To provide you with information about the products and services of KPIC.

- To contact you if required in connection with your account or enquiry and to respond to any communications you might send us.
- To process on-line application forms submitted to us for the purposes of providing financial products. Any applications submitted on-line or by e-mail will be subject to the same terms and conditions as those completed by hand in paper form including additional terms and conditions relating to credit reference checking, money laundering and regulatory notices.

#### **4. Disclosure of Information to Third Parties:**

We may provide Personal Data to third parties, where such information is combined with similar information collected from other users of our website, for example number of unique users who visit our website, the demographic breakdown of our community users of the website, or the activities that visitors to our website engage in while on our website.

We will not disclose your Personal Data to third parties unless you have consented to this disclosure or unless the third party is required in order to process an application or other communication from you or to perform the services that you have applied for. We will however disclose your Personal Data if we believe in good faith that we are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

#### **5. Sale of Business**

We reserve the right to transfer information (including your Personal Data) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of KPIC provided that the third party agrees to adhere to the terms of this Privacy Statement and provided that the third party only uses your Personal Data for the purposes that you provided it to us. You will be notified in the event of any such transfer and you will be afforded an opportunity to opt-out.

#### **6. Links to Third Party Websites**

Where we provide links to other websites for information purposes, please be aware that we are not involved in operating the third party websites and we accept no liability or responsibility for the data content, data policies, data procedures or terms and conditions of these third party websites. We cannot confirm that these websites are free from computer viruses or other harmful programmes or software and as such when you follow a link you do so at your own risk.

#### **7. Security**

Your Personal Data is held on secure servers hosted by our Internet Service Provider. We take our responsibilities in relation to the security of your Personal Data very seriously. The nature of the internet is such that we cannot guarantee or warrant the security of any information you transmit to us via the internet. No data transmission over the internet can be guaranteed to be 100% secure. However, we will take all reasonable steps (including appropriate technical and organisational measures) to protect your Personal Data and we will review these measures regularly.

#### **8. Updating, Verifying and Deleting Personal Data:**

You may inform us of any changes in your Personal Data and, in accordance with our obligations under the General Data Protection Regulation ("GDPR"), we will update or delete your Personal Data accordingly.

To find out what Personal Data we hold on you, please e-mail us at [dataprotection@keaneinvestments.com](mailto:dataprotection@keaneinvestments.com). Any such requests will be responded to within 30 days.

To have your Personal Data rectified (if it is inaccurate) or erased (if we do not have a legitimate reason to hold your Personal Data) please e-mail us at [dataprotection@keaneinvestments.com](mailto:dataprotection@keaneinvestments.com). We will endeavour to comply with a request to rectify your Personal Data (if it is inaccurate) or erase your Personal Data (if we do not have a legitimate reason to hold it) as soon as possible from receiving such a request from you.

You can ask us at any time to stop or change the methods by which we send you marketing materials. This can be done, free of charge, by writing to the Managing Director, Father Mathew Hall, 131 Church Street, Dublin 7 or by email at [dataprotection@keaneinvestments.com](mailto:dataprotection@keaneinvestments.com).

## **9. Changes to the Website Privacy Statement**

Any changes to this Privacy Statement will be posted on this website so you are always aware of what information we collect, how we use it, and under what circumstance, if any, we disclose it. If at any time we decide to use Personal Data in a manner significantly different from that stated in this Privacy Statement, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail, and you will have a choice as to whether we use your information in the new manner.

## **10. Governing Law**

This legal notice, privacy notice and terms and conditions of use and all issues regarding this website shall be governed by the laws of Ireland.