

# Terms & Conditions

## IMPORTANT LEGAL NOTICE

This legal notice applies to the entire contents of this Website and to any communication between us and you arising from your use of this Website. Please read these terms carefully before registering to use this Website. Registering to use this Website confirms your acceptance of these terms and conditions. This notice is issued by Aon Hewitt (Ireland) Limited (company registration number 356441) ('Aon' or 'us') a member of the Aon Group of companies.

### 1. INTRODUCTION

1.1 You may only access this Website by registering your details with us.

1.2 Aon may revise and update this legal notice at any time without notice to you. You accept that certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages on this Website. You should check this Website from time to time to review the then current legal notice.

### 2. LICENCE

2.1 Strictly subject to paragraph 2.2, you are permitted to view, print and download extracts from this Website for your own use on the following basis: (a) no documents or related graphics on this Website are modified in any way; (b) no graphics on this Website are used separately from accompanying text; and (c) Aon's copyright and trade mark notices and this permission notice appear on all copies.

2.2 The copyright and other intellectual property rights in all material including data (including all permitted manipulations or modifications) on this Website (including without limitation photographs and graphical images), are owned by the Aon or its licensors. You agree not to use such material (including data) in any way that may infringe such copyright and other intellectual property rights of Aon, its licensors or third parties. For the purposes of this legal notice, any use of extracts from this Website other than in accordance with paragraph 2.1 and 2.2 above for any purpose is strictly prohibited.

2.3 If you breach any of the terms of this legal notice, your permission to use this Website automatically terminates and you undertake to immediately destroy any downloaded or printed extracts from this Website. You shall hold harmless, indemnify and keep indemnified Aon and the Aon Group of companies against all losses, claims, costs (including all legal costs) or demands whatsoever arising against Aon and the Aon Group of companies as a result of your, your employees, agents or third parties' breach of any of the terms of this legal notice.

2.4 Subject to paragraphs 2.1 and 2.2, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without Aon's prior written permission.

2.5 Any rights not expressly granted in these terms are reserved to Aon.

### 3. SERVICE ACCESS

3.1 While Aon shall endeavour to ensure that access to this Website is available 24 hours a day, Aon shall not be liable if this Website is unavailable for any reason, at any time or for any period.

3.2 You accept that access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Aon's control.

#### **4. VISITOR MATERIAL AND CONDUCT**

4.1 Other than personally identifiable information, which is covered under the Privacy Notice, any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. Aon shall have no liability of any description to you, your employees or third parties with respect to such material. Aon and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from this Website any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained all necessary licences and/or approvals; or (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Ireland or any other country in the world; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 You agree to co-operate fully with Aon where any law enforcement authorities, regulators or court order directs Aon to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3 of these terms.

#### **5. LINKS TO AND FROM OTHER WEBSITES**

5.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. Aon does not control and accepts no responsibility for these third party websites, their content or availability. Aon therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

#### **6. REGISTRATION**

6.1 Each registration is for your use only. Sharing your user name and password with any other person, entity or other third party is strictly forbidden. Breach of this clause 6.1 shall result in automatic termination of your registration to this Website as provided by clause 2.3.

6.2 Responsibility for the security of any passwords issued by Aon to you for access to this Website lies solely with you.

#### **7. DISCLAIMER**

7.1 The information contained in this Website is provided for general purposes only. While Aon endeavours to ensure that the information on this Website is correct in all material respects, Aon does not warrant the accuracy and completeness of any such information. You accept that such information does not confer any rights, nor does it constitute investment or other advice.

7.2 You accept that Aon may make changes to the material on this Website, including the charges, at any time without notice to you.

7.3 The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Aon excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

7.4 For the avoidance of doubt this paragraph 7 shall apply to data on this Website.

7.5 In the event of any discrepancy between the information on this site and the Trust Deed & Rules of your pension scheme, the Trust Deed & Rules shall prevail.

7.6 If you believe that any of the information on this Website is incorrect, please notify Aon who shall investigate any such alleged error or discrepancy.

## **8. LIABILITY**

8.1 Aon, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any member of the Aon Group of companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

8.2 Nothing in this legal notice shall exclude or limit Aon's liability for: (a) death or personal injury caused by negligence; or (b) fraud; or (c) misrepresentation as to a fundamental matter; or (d) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on this Website results in the need for servicing, repair or correction of Website equipment, software or data, you assume all costs thereof without limitation.

## **9. GOVERNING LAW AND JURISDICTION**

9.1 This legal notice shall be governed by and construed in accordance with the laws of Ireland. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the courts of Ireland.

## **10. EU COOKIE DIRECTIVE - Information regarding this site:**

10.1 This Website collects information during your visit through the use of cookie technology. A cookie is a piece of programming information contained in a very small text file that is placed in your internet browser or elsewhere on your hard drive. It is generated by a web server which is a computer that manages a website. The information contained on the cookie is placed by the server on your computer and is accessed whenever a user visits that website.

This Website uses a cookie to manage your session with our web server and is called 'ASP.NET\_SessionId'. You can control acceptance of cookies by modifying your internet browser preferences. You have the ability to accept all cookies, to be notified when a cookie is set or to reject all cookies. Please note that, if you choose to block all cookies (including essential cookies) you may not be able to access all or part of our site and may be unable to

use those services or engage in activities that require the placement of cookies. For more detailed information about cookies, you may wish to visit [www.allaboutcookies.org](http://www.allaboutcookies.org).