

Website Terms of Use

Allen Retirement and Finance Limited, ('ARF' or 'our', 'us', 'we') having its registered office at 8 Sandford Road, Ranelagh, Dublin 6 (company registration number 572680), owns and operates this website, www.arf-pensions.com (our site). Our email address is support@arf-pensions.com.

Your continued use of our site signifies your acceptance of these Terms of Use, our Privacy Policy and Cookies Policy, as revised from time to time.

1. Terms of website use

1. These terms and conditions (together with the documents referred to in it) ('Terms of Use') tells you the terms on which you may use our site, whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.
2. By using our site, you confirm that you accept these Terms of Use and that you agree to comply with them.
3. If you do not agree to these Terms of Use, you should not use our site.
4. If you wish to avail of the services we provide, our Terms and Conditions of Service will apply.

2. Changes to these Terms of Use and our site

1. We may revise these Terms of Use at any time by amending this page. Please check our site from time

to time to take notice of any changes we have made to these Terms of Use, as they are binding on you.

2. We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
3. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

3. Accessing our site

1. Our site is made available free of charge.
2. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis and we reserve the right to suspend, withdraw, discontinue or change all or any part of our site without notice to you. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
3. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use, and that they comply with them.
4. Our site is directed to people over 18 years of age residing in Ireland. We do not represent that content available on or through our site is appropriate or

available in other locations. No information provided or service we offer should be taken as an offer or solicitation to conduct investment business in any jurisdiction other than Ireland. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside Ireland, you do so at your own risk.

4. Your account and password

1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
2. You agree to accept responsibility for all activities that take place under your account.
3. It is your responsibility to have secure access to the internet and we recommend that you change your passwords regularly via our website to keep your details as secure as possible. In addition we strongly suggest that you do not use the same password for any other online accounts you hold.
4. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

5. Intellectual property rights

1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it including but not limited to all information, communications, software, scripting, photographs, text, video, graphics, music, sounds, images, trademarks, trade names, logos and other material and services found on our site ('IP Content'). This IP Content is protected by copyright, trade mark, database, sui generis rights and other intellectual property laws and treaties around the world. All such rights are reserved.
2. You must not make alterations, copies, extractions, modifications or additions to the IP Content on our site and you must not sell, copy, disseminate, licence or misuse any IP Content in any way. You must not use any graphics separately from any accompanying text. If you want to re-publish, extract, reproduce, disseminate or otherwise use the IP Content, you must contact us in advance for permission.
3. Our status (and that of any identified contributors) as the authors of IP Content on our site must always be acknowledged.
4. You must not use any part of the IP Content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
5. If you print off, copy or download IP Content in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Information on our Site

1. While we use reasonable care to ensure continuous access to our website, we cannot guarantee that it will be interruption-free.
2. We use all reasonable care to ensure that the information on our website is correct we do not guarantee that it will be error-free. Some information may be provided by third parties and we are not liable for any inaccuracies, errors or omission in the information that they provide.
3. The information contained on this website does not constitute a recommendation to buy, sell or otherwise transact. If you are unsure of whether an investment is suitable for you we would invite you to create an account and avail of our service to provide you with a Suitability Statement. Provision of our services are governed by our Terms and Conditions of Service.

7. Limitation of our liability

1. You acknowledge that neither we nor third parties connected to us shall be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, that may result from interruption or interception of communications or unauthorised access or hacking. We cannot guarantee the privacy

and security of such communications.

2. Use of our site is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use of, viewing, access to, relying on our site and/ or any content.
3. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
4. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 1. use of, or inability to use, our site; or
 2. use of or reliance on any content displayed on our site.
5. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

6. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
7. Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

8. Viruses

1. We do not guarantee that our site will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
3. You may not use our site in a manner that could damage, disable, overburden or impair it, its server, or the networks connected to the server or interfere with any other party's use and enjoyment or our site and the services on it.
4. You may not obtain or attempt to obtain any materials or information through any means not intentionally

made available to you.

5. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under law. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
6. You must not post or transfer to our website (nor include in any message) any material 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.

9. Linking to our site

1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our

reputation or take advantage of it.

2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
3. You must not establish a link to our site in any website that is not owned by you.
4. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
5. We may restrict you from linking to our site without notice if we consider that a link is prejudicial to our interests.

10. Third party links and resources in our site

1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and do not mean we endorse, authorise or sponsor these websites nor does it mean that we are affiliated with the third party website's owners or sponsors.
2. Your use of third party website is subject to the terms and conditions of use contained within each of those

website. We have no control over the contents of those sites or resources.

11. Information about you and your visits to our site

1. Other than personally identifiable information about you, any material you transmit or post to our site shall be considered as non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our assignees 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 and non-commercial purposes.
2. Full details of the type of information we collect via our site, our use of this information and the persons and companies to whom we disclose this information can be found [here](#) and [here](#). Both our Privacy Policy and Cookies Policy are incorporated into and form part of these Terms of Use.

12. Severance

1. If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum

modification necessary to make it legal, valid and enforceable.

13. Waiver

The failure by us to exercise any right or remedy under these Terms of Use shall not constitute a waiver of that right or remedy.

14. Applicable law

If you are a consumer, please note that these Terms of Use, its subject matter and its formation, are governed by and construed in accordance with the laws of the consumer's country of domicile and we submit to the jurisdiction of the courts in the consumer's country of domicile.

If you are a business, these Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Irish law. We both agree to the exclusive jurisdiction of the courts of Ireland.

Last updated: 25 May 2023