



O'LEARY LIFE

INVESTMENTS • PROTECTION • PENSIONS

Olearylfe.ie Website Terms and Conditions

Olearylfe.ie (the “**Site**”) is owned and operated by O’Leary Life Limited; trading as “O’Leary Life”, registered office Lough Mahon House, Blackrock, Cork, Ireland, T12 C43C and registered with Companies Registration Office under No. 42079. Olearylfe.ie content (the “**Content**”) is owned or licensed by O’Leary Life Limited. By using the Site, you agree to be legally bound by these terms and conditions (the “**Terms**”) just as if you had signed this agreement. These Terms may be supplemented by additional terms and conditions pertaining to specific content and activities. You agree and understand that such additional terms and conditions are hereby incorporated by reference to these Terms.

These Terms and Conditions

Please read these Terms carefully. By accessing and using the Site you are acknowledging and agreeing to the disclaimers, terms and conditions set out herein; including in the O’Leary Life Data Privacy Notice, the link to which is as follows:

<https://www.olearylfe.ie/s/Privacy-Notice-10-March-21-OLeary-Life.pdf>

You must read the important disclaimers which follow as they affect your use of the Site.

If you do not agree to these Terms, you should not use the Site. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms at any time. You should check these Terms periodically for changes as by using the Site after we post any changes to these Terms, you are agreeing to accept those changes, whether or not you have reviewed them. By using the Site, you agreed to be legally bound by these terms and conditions just as if you had signed this agreement.

Information on our Site is for general information purposes only and does not constitute the giving of advice. For any specific advice to suit your particular circumstances please use the “**Contact Us Here**” facility.

Acceptable Use Policy

It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of this Site. In general, we will not tolerate any use of the Site which damages or is likely to damage our reputation, the availability or integrity of the Site or which causes us or threatens to cause us to incur any legal, tax, regulatory or other liability. We therefore request you to treat our Site with respect, and not to use the Site for any illegal purpose, or in such a way as to infringe or breach other’s rights or to cause or threaten to cause us damage. We ask you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through the Site or link to your pages on the Site (e.g. social media accounts or pages).

We also ask you to co-operate with any reasonable security or other checks or requests for information made by us from time to time and to comply with all instructions and policies from us from time to time in respect of the Site. You shall be responsible for your communications through this Site, including their lawfulness, truthfulness and accuracy. The data or information generated by this Site is intended to allow you to request quotes for, and/or to request the purchase of protection/pension/investment policies from O'Leary Life. The extraction, gathering, scraping or harvesting of information (including, but not limited to, quotations) from this Site by automated or other means is strictly prohibited.

Inappropriate use of this Site is prohibited and may be subject to legal action. We reserve the right to suspend the use of the Site generally or block your access to any part of the Site and/or to suspend or terminate your rights to use the Site or any part of it if we suspect misuse. We shall then report any misuse of the Site to the relevant enforcement or other authorities and to our legal advisers. We further reserve the right to disclose your identity and any evidence we have which relates directly or indirectly to misuse of this Site. In the event of such a breach, your right to use our Site will cease immediately.

By breaching this provision, you may commit a criminal offence under the Criminal Justice (Offences Relating to Information Systems) Act 2001 or other applicable 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.

You agree not to use the Site or cause or permit the Site to be used:

1. to jeopardise or prejudice the operation, quality or integrity of the Site, or the operation, quality or integrity of any telecommunications network;
2. to cause harm or distress to any persons using the Site;
3. for any commercial purpose (other than the permitted scope of use of the Site as outlined in the applicable terms and conditions of use) including any direct marketing, surveys or contests, nor to use the Site to participate in or cause others to participate in sending junk e-mail, spam, advertising or promotional material;
4. to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other harmful or detrimental programs;
5. 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 or make unauthorised alterations to the Site by any means;
6. to attack the Site via a denial-of-service attack; or
7. contrary to the terms and conditions of any Internet Service Provider you may use.

You agree not to use the Site or cause or permit the Site to be used if any material on this Site, your use of this Site, or products advertised on this Site, is contrary to the laws of the jurisdiction in which you are located. If so, then this Site is not intended for your use and we ask that you do not use this Site. You are responsible for compliance with the laws of the jurisdiction in which you are located.

Copyright and Intellectual Property

The copyright and all other rights in all materials incorporated in or accessible through the pages of the Site, including, without limitation, text, data feeds, photographs, images, graphics, illustrations,

logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the look and feel of the Site), are the property of O'Leary Life or its licensors. This copyright and other intellectual property rights extends to all documents hosted on this Site including but not limited to these Terms, the Terms of Business and our Privacy Notice. All rights are reserved. Such materials may be used only for viewing the Site in the ordinary course. Save as expressly set out in these Terms, you must not use any part of the materials on the Site for commercial purposes without obtaining a license to do so from us or our licensors.

All trademarks on this Site may not be used without our prior written permission. If you print off, copy, republish or download any part of the Site in breach of these Terms, your right to use the Site will cease immediately. You must, at our option, return or destroy any copies of the materials you have made.

Content

Use of this Site is free, and we take reasonable steps to ensure it is available to all permitted users. We do not warrant that the Site will be continuously available, or that your use of the Site will be uninterrupted or error-free, or that the Site and server will be free from attack.

The Site is provided on an 'as is' basis. To the fullest extent permitted by applicable law, O'Leary Life disclaims all warranties, express or implied. Neither O'Leary Life nor any of our respective licensors, licensees, service providers, retailers or suppliers warrant that the site or any function contained in the Site will be uninterrupted or error free, that defects will be corrected, or that the Site or other servers that make the Site available are free from viruses or other harmful components. O'Leary Life does not warrant or make any representations regarding the use or the results of the use of the site or any materials incorporated through the Site in terms of their correctness, accuracy, timeliness, reliability, or otherwise and you will be solely responsible for any loss or damage to your computer system, programs, devices or other proprietary materials that results from the use of the site or to the download of any such product, offering, content or material.

At any time and from time-to-time O'Leary Life may make changes in the products and/or services described herein, but, O'Leary Life makes no commitment to update the information and expressly disclaims liability for errors or omissions in it.

These disclaimers apply to the fullest extent permitted by law.

Reliance on Information

Commentary and other materials posted on the Site are not intended to amount to advice on which reliance should be placed. The accuracy of the information on the Site is not guaranteed and is subject to change and therefore O'Leary Life cannot accept responsibility for any loss, damage or expense incurred upon using the information provided. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Site, or by anyone who may be informed of its contents. This does not affect your statutory rights.

Contracts concluded through the Site

Contracts formed through our Site or as a result of visits made by you to this Site are governed by our Terms of Business.

Limitation of Liability

You expressly understand and agree that (to the fullest extent permitted by law and save as otherwise expressly agreed by O'Leary Life, O'Leary Life shall not be liable for loss of profits, contracts, income or revenue, goodwill, anticipated savings, loss or corruption of data or other intangible losses or any indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever (even if we have been advised of the possibility of such damages), arising out of, or resulting from: (a) the use of, or the inability to use, the Site; (b) the use of any Content or other material on the Site or any website or websites linked to the Site; (c) unauthorised access to or alteration of your transmissions or data; or (d) any other matter relating to the Site.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability, which cannot be excluded or limited under applicable law.

If you are dissatisfied with any portion of our Site, or with any of these Terms, your sole and exclusive remedy is the discontinuation of your use of this Site.

Availability of Site

Neither O'Leary Life, any of our affiliates, nor any of our or their respective licensors, licensees, service providers or suppliers warrant that the Site or any function contained on the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers that make the Site available are free of viruses or other harmful components. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such product, offering, content or material.

Links to Third Party Sites

The Site contains links to third party websites. Some of the sites listed as links herein are not under the control of O'Leary Life. Accordingly, O'Leary Life makes no representations whatsoever concerning the content or accuracy of those sites. The fact that O'Leary Life has provided a link to a site is not an endorsement, authorisation, sponsorship or affiliation by O'Leary Life with respect to such site, its owners or its providers, unless otherwise stated. O'Leary Life is providing these links only as a convenience to you. O'Leary Life has not tested any information, software or products found on these sites and therefore cannot make any representations whatsoever with respect thereto. There are risks in using any information, software or products found on the Internet, and O'Leary Life cautions you to make sure that you completely understand these risks before retrieving, using, relying upon or purchasing anything via the Internet.

Local Laws

Although this Site is accessible worldwide, not all products or services discussed or referenced herein are available to all persons or in all geographic locations. O'Leary Life reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made in or through this Site is void where prohibited.

Linking to this Site

O'Leary Life generally welcomes the hyper-linking to the Site from other appropriate websites provided such links are to the Site's homepage (and no deeper within the Site) and provided we give our consent to the establishment of such links. Notwithstanding the foregoing, we reserve the absolute right to refuse to consent to such links without giving reasons. Any links to the Site from

another website must be presented in such a manner that the viewing of the Site is not impaired by framing or similar techniques that may impair the visitor's user experience.

Posting Information on the Site

When accessing or using any service on this Site you must not post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any national or international law, or any information or software which contains a Trojan horse, worm or virus or other harmful component, or restrict or inhibit any other user from using the Site.

Governing Law and Jurisdiction

The Site has been created and is controlled by O'Leary Life Limited in Ireland. These Terms will be governed by, and construed and enforced in accordance with, the laws of Ireland. You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Irish courts.

Termination

This Site may be taken down, amended or reformatted by O'Leary Life at any time.

Privacy Policy

We are committed to protecting your privacy and security. Please see our Privacy Notice for details of O'Leary Life's processing activities. You should review this Notice prior to providing O'Leary Life with your personal data

In accessing this Site, each user accepts that electronic mail passing over the Internet may not be free from interference by third parties. In consequence, O'Leary Life cannot guarantee the privacy or confidentiality of any information relating to any user passing over the Internet.

Entire Agreement

These Terms and, in the event of the conclusion of a contract on or through this Site, the Terms of Business constitute the entire agreement between O'Leary Life and you with respect to your access to and use of the Site and any third-party site accessed through the Site. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. If there is any conflict between these Terms and the Terms of Business, following the event of the conclusion of a contract on or through this Site, the Terms of Business shall apply.

These Terms are updated and altered from time to time. You should check our Terms every time you access our Site.

Contacting Us

If for any reason you wish to contact us, we can be reached at:

Lough Mahon House, Blackrock, Cork, Ireland, T12 C43C Tel No: 021 4356000 Email: mailus@olearylif.ie.