

PensionsVault

Adviser Terms and Conditions

Welcome to the www.centric.ie website the PensionsVault platform (the “Platform”). These Terms constitute a legal agreement between you and Centric Pensions Ltd t/a Centric Registered in Ireland 681895 51 Bracken Road, Sandyford, Dublin D18 governing the use of the platform and our Services. We license use of the platform to you on the basis of these Terms.

1. TERMS OF USE

- 1.1. The provisions set out in these Terms govern your access to and your use of the platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use the platform.
- 1.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use the platform on these Terms.
- 1.3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using the platform, you agree and acknowledge that:
 - 1.3.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
 - 1.3.2. you shall ensure that all Users of your Account abide by these Terms.
- 1.4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 1.5. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to the platform or your Account at any time, or remove or edit content (including content submitted by you) on the platform or on any of our affiliated websites (including social media pages).
- 1.6. We reserve the right to change, modify, suspend or discontinue any portion of the Services, the platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 1.7. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, the platform or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.

2. PAYMENT AND FEES

- 2.1. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through the platform or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or the platform or any of the Services.
- 2.2. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of recurring Fees.

- 2.3. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 2.4. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third-party payment processor (currently Stripe). We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 2.5. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 2.6. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees.

3. UPLOADING CONTENT TO THE PLATFORM

- 3.1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to the platform complies with our Privacy Policy, the DPA/GDPR and any other applicable laws.
- 3.2. You are fully responsible for your content uploaded to the platform. We will not be responsible, or liable to any third party, for:
- 3.3. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of the platform; or
- 3.4. the loss of any content or data (whether in physical or digital form) provided to us by you. You should keep a record of all such content and data (including for the avoidance of doubt any pension documents or insurance policies).
- 3.5. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 3.6. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymised and used only for the purposes of improving the Services and our response to users of the Platform.
- 3.7. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to the platform constitutes a violation of their rights under Irish law.

4. PROHIBITED USES

- 4.1. You may use the platform only for lawful purposes. You may not use the platform:
 - 4.1.1. in any way that breaches any applicable local or international laws or regulations;
 - 4.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 4.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
 - 4.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 4.2. You also agree:

- 4.2.1. not to reproduce, duplicate, copy or re-sell any part of the platform in contravention of the provisions of our Terms; and
- 4.2.2. not to access without authority, interfere with, damage or disrupt:
- 4.2.3. any part of the platform;
- 4.2.4. any equipment or network on which the platform is stored;
- 4.2.5. any software used in the provision of the platform; or
- 4.2.6. any equipment or network or software owned or used by any third party.

5. RESTRICTIONS

- 5.1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
 - 5.1.1. not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, the platform or any of the contents therein for any commercial or other purposes;
 - 5.1.2. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of the platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, the platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
 - 5.1.3. not to provide or otherwise make available the platform in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
 - 5.1.4. to include our copyright notice on all entire and partial copies you make of the platform on any medium;
 - 5.1.5. to comply with all applicable technology control or export laws and regulations; and
 - 5.1.6. not to disrupt, disable, or otherwise impair the proper working of the Services, the platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. You acknowledge that all intellectual property rights in the platform anywhere in the world belong to us, that rights in the platform are licensed (not sold) to you, and that you have no rights in, or to, the platform other than the right to use them in accordance with these Terms.
- 6.2. Any intellectual property rights in content uploaded by you to the platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive licence to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.
- 6.3. You acknowledge that you have no right to have access to the platform in source code form.
- 6.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded from the platform in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.5. Our status (and that of any identified contributors) as the authors of content on the platform must always be acknowledged.
- 6.6. You must not use any part of the content on the platform for commercial purposes not specified on the platform without obtaining a licence to do so from us or our licensors.

- 6.7. If you print off, copy or download any content on the platform in breach of this Agreement, your right to use the platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. WARRANTIES

- 7.1. While we make all efforts to maintain the accuracy of the information on the platform, we provide the Services, Platform and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 7.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to the platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, the platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

8. LIMITATION OF LIABILITY

- 8.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on the platform by you or any client.
- 8.2. You agree not to use the Services, the platform and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, the platform or any other website or software) for:
- 8.2.1. loss of profits, sales, business, or revenue;
 - 8.2.2. business interruption;
 - 8.2.3. loss of anticipated savings;
 - 8.2.4. loss or corruption of data or information;
 - 8.2.5. loss of business opportunity, goodwill or reputation; or
 - 8.2.6. any other indirect or consequential loss or damage.
- 8.3. Nothing in these Terms shall limit or exclude our liability for:
- 8.3.1. death or personal injury resulting from our negligence;
 - 8.3.2. fraud; and/or
 - 8.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 8.4. The platform is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 8.5. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and the platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and the platform which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

9. INDEMNITY

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including

but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of the platform, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

10. OTHER IMPORTANT TERMS

- 10.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 10.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 10.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 10.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 10.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the law of Ireland. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Ireland.