



Privacy Statement

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1. Introduction

This is the Privacy Statement of Clanwilliam Group as it relates to this Site. We are not responsible for the content or privacy practices of other websites. Any external links to other websites are clearly identified as such.

Clanwilliam Group is committed to maintaining the trust and confidence of our visitors to our web site. We respects the rights of users of our Site and is committed to protecting your privacy in accordance with Data Protection legislation at all times. We will not collect any personal information (also referred to as personal data) about you on this Site without your permission or otherwise in accordance with Data Protection legislation.

You are not required to provide us with any personal information (or personal data) in order to use our Site. However, where you choose to give us personal data, via online feedback forms or e-mail, then we will treat your personal information in accordance with Data Protection legislation.

By simply visiting our Site, you do not disclose, nor do we collect, personal data about you. The information collected about your visit is limited to technical data such as:

- The Internet address (or IP address) of the device you used to access this Site;
- Whether you reached the Site using a search engine or if you clicked a link on another website;
- The type of web browser you used;

The type of device you used to access the Internet.

We use this data for administrative and statistical purposes as well as to help us improve our Site. This technical data does not provide us with the personal data of visitors to our Site.

Most websites use cookies in order to improve the visitor experience by enabling that website to 'remember' you, either for the duration of your visit (using a 'session cookie') or for repeat visits (using a 'persistent cookie'). Cookies may be set by the website you are visiting ('first party cookies') or they may be set by other websites who run content on the page you are viewing ('third party cookies'). When first visiting our site you will be provided notice that our site uses cookies before cookies are set. If you continue to use the site after fair notice is provided we will consider this as consent, through an affirmative action taken by you, to the use of cookies.

For further information on Internet browser cookies please see our relevant Cookie Declaration which appears at the bottom of the pages on this website (unless already accepted).

2. Giving us your Personal Information

Please note that where you provide us with your personal information (e.g. name, e-mail address, work address, phone and/or other contact information), through a facility provided on this Site or directly to us by e-mail, we will:

- a) Process and administer your personal data to perform all necessary actions to give effect to your request or instruction;
- b) Process your personal data to tell you about our products and services. We will only do so after asking for your explicit consent, or by relying on legitimate aim (in the case of existing customers);

- c) Retain a record of incoming and outgoing communications (e.g. e-mail) in compliance with the storage limitations principles of the EU General Data Protection Regulation. Information in the e-mails we receive and send will not be disclosed to any third party without the permission of the sender unless otherwise in accordance with the Data Protection legislation.

3. Opt-in and Opt-out:

Clanwilliam Group operates a strict “opt-in” policy for individuals. That means we will not send you any information unless you have requested to receive e-mail/text/social media message updates from us.

For businesses, Clanwilliam Group operates, in compliance with the relevant Data Protection legislation, an “opt-out” policy. This means that we will continue to contact businesses with news and information of our goods and services until we are informed that this communication is no longer required.

If you (whether an individual or business customer) wish to be removed from our direct marketing list and do not wish to receive any further information from us (opt-out) you can inform us of this by clicking on the link at the bottom of each e-mail communication you receive from us. Once this information is received we will immediately remove you from our direct marketing database.

Further information on opt-in and opt-out options with regard to direct marketing is available at: <https://ico.org.uk/media/for-organisations/documents/1555/direct-marketing-guidance.pdf>

4. Security of Data

Clanwilliam Group takes seriously its security obligations in respect of your personal data under the EU General Data Protection Regulation in order to prevent unauthorised access to, or alteration or destruction of personal data in our possession.

5. Right of Access

Where you have provided us with your personal data you have a right to be given a copy of your personal data in accordance with Articles 12 and 15 of the EU General Data Protection Regulation subject to certain exceptions. To request a copy of your personal data please email gdpr@clanwilliamgroup.com who will provide you with our Subject Access Request Policy and our Subject Access Request Form for completion before sending it to: DPO@clanwilliamgroup.com

The information provided under a subject access request will be provided free of charge (for the first copy – any subsequent copies may incur a reasonable fee based on administrative costs).

Please note that all subject access requests must be accompanied by proof of identity and address. In case of missing identification we will remind you of this requirement upon receiving your request, but requests received without proof of identity and address will not be considered valid:

Provided none of the restrictions specified in Article 23 of the EU General Data Protection Regulation apply, a copy of the request material will be dispatched by secure, registered delivery in the agreed format within 30 days of receipt of a valid subject access request.

6. Right of Rectification or Erasure

If we hold incorrect information about you which was originally submitted by you through this Site, you have the right to have the data amended. You also have the right to have any information you have sent to us via this Site erased. To request your right to rectification and/or erasure please send your request in writing to:

DPO@Clanwilliamgroup.com

This request must be accompanied by:

- Proof of your name and address; and
- A description of the specific personal data you wish rectified.

If you request erasure of your personal data all your data will be erased subject to the following important notice:

- We are not required to rectify or erase your data if we have a lawful basis for continuing to process the data and it falls under the exemptions listed in Article 17 of the EU General Data Protection Regulation.

Clanwilliam Group trusts that you appreciate that we respect and value your right to privacy, and that our honesty and integrity shall mean that you will continue to trust us with your personal data, knowing that we will not use it for any inappropriate purpose.

7. Terms and Conditions

Access to this Site and the use of information contained on it is governed by the terms and conditions set out below. As these terms and conditions are for the protection of both you and Clanwilliam Group we advise that you please take the time to read them carefully.

By using this Site you will be deemed to have accepted these terms and conditions. Please note that this Site is owned and operated by Clanwilliam Group and that references to “we”, “us” and “our” mean Clanwilliam Group.

Copyright in this Site and the information set out on it belongs to us and/or our licensors and may not be copied, transmitted or reproduced without our prior consent. All copyright, trademark and other proprietary notices must be left intact. Save as otherwise specified, the contents of all the pages contained in this site are copyright of Clanwilliam Group or its licensors.

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Some pages on this Site contain hypertext links to websites of business units and subsidiaries of Clanwilliam Group. You are reminded that when you enter such Sites, you will be subject to the terms and conditions of those Sites.

Some pages on this Site contain hypertext links to websites not maintained by Clanwilliam Group. You are reminded that when you enter other websites via such hypertext links, you will not be subject to these terms and conditions and you will not benefit from the protections afforded to you in using our Site. We will not be liable in any way for the content, availability or use of such link to websites and you use such links entirely at your own risk.

You warrant that you will use this Site in accordance with all the terms and conditions applying to such use and you agree to indemnify Clanwilliam Group for any liability accruing to Clanwilliam Group from your use of this Site.

This Site is established in Ireland in accordance with the laws of Ireland and will be governed by the laws of that country. When you use the Site, you accept that your use of the Site and any information on the Site will also be governed by the laws of Ireland and if any claim or dispute arises from your use of the site or any information on it, you agree that the Irish Courts will have non-exclusive jurisdiction over all such claims or disputes.

The use of this Site or the distribution of information on this Site may be restricted by local law or regulation in certain jurisdictions. As such, this Site is not intended for use, nor is the information intended for distribution, in such jurisdictions. Therefore, the persons accessing this Site should inform themselves about and observe any such restrictions.

No third party is permitted to link any other website to this Site without obtaining Clanwilliam Group's prior written consent.

Please note that the sending of personal information via e-mail over the Internet may not be secure and can be intercepted by third parties or incorrectly delivered. You should not divulge confidential or personal information over the Internet unless you are using secure or encrypted communications technology.

The contents of this Site including these terms and conditions are subject to change. Should we make changes to our privacy settings or policy we will notify you in advance. We accept no

responsibility or liability for keeping the information in this Site up to date or for any failure to do so.

8. Disclaimer

The information contained in this Site is for information purposes only. Whilst every care has been taken in its preparation we do not make any warranties or representations as to its completeness, accuracy or reliability. Although we have made all reasonable efforts to ensure that all of the information on the Site is accurate at the time of inclusion, we do not represent that this is the case and it should not be relied upon as such.

We neither accept nor assume any responsibility to you in relation to the contents of this Site. Access to and use of this Site is at the users own risk and we do not represent or warrant the use of this Site or any material downloaded from it will not cause damage to property, including but not limited to loss of data or computer virus infection.

In no event do we accept liability of any description including liability for negligence for any damages whatsoever resulting from loss of use, data or profits arising out of or in connection with the access, use or performance of this Site or any of its contents.

We do not accept liability for any inaccuracies or omissions on this Site. All implied warranties are excluded to the fullest extent permissible under law.

We reserve the right to update or alter the information on this Site including these terms and conditions at any time without giving notice of the alterations. Clanwilliam Group does not give any warranty of uninterrupted use of this Site and Clanwilliam Group do not accept liability for any information posted on this Site by third parties.

You will ensure that your use of this Site complies with all applicable laws and regulations, including but not limited to those principles of law which protect against compromise of copyrights, trade secrets, proprietary information and other intellectual property rights, liable or defamation of character, invasion of privacy or tortious interference.

No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

You agree not to post or publish any offensive, defamatory or unlawful material that could encourage or constitute a criminal offence, civil liability or violation of any law.

Clanwilliam Group reserves the right to monitor or review the contents of the Site but are not obliged to do so and assume no liability or responsibility for the contents therein.

Clanwilliam Group reserves the right to remove any materials posted to the Site at its absolute discretion.

Clanwilliam Group may disclose your identity to relevant parties to aid any investigation.

You warrant that the information you enter on this Site is accurate and you indemnify us in respect of any damage or legal costs arising out of any action taken against us in respect of the material posted by you.

9. Glossary of Technical Terms used

- IP address: The identifying details for your computer (or your internet company's computer), expressed in "internet protocol" code (for example 192.168.55.34). Every computer connected to the web has a unique IP address, although the address may not be the same every time a connection is made.
- Personal data: means information about you which can identify you and which is within the possession of Clanwilliam Group (e.g. your name and address)
- Web browser: The piece of software you use to read web pages. Examples include; Microsoft Internet Explorer, Google Chrome, Firefox and Safari.