Iarnród Éireann Terms of Use, Privacy Statement and Cookie Policy

We have updated our Terms of Use, Privacy Statement, Cookie Policy and App Information to make it easier for you to understand what information we collect and why we collect it.

We've improved the way we describe our practices and how you can control your data. We're making these updates as new data protection regulations come into effect in the European Union, and we're taking the opportunity to make improvements for all larnród Éireann users.

Important Legal Notice

Please read the following Terms of Use, Privacy Statement and Cookie Policy carefully. These terms and conditions (together with the documents that they refer to) set out the basis upon which you are entitled to access and use larnród Éireann digital platforms.

By using our Digital Platforms, you confirm that you accept the terms and conditions (the "terms of use") and that you agree to comply with them. If you do not agree with these terms of use, you must not use the website.

Other Applications

The following terms of use, privacy statement and cookie policy should be used in conjunction with the terms and conditions agreed at the time of payment;

- Additional terms and conditions for <u>Fixed Payment Notice</u>
- Additional terms and conditions for <u>Train Specific Ticket Purchase</u>
- Additional terms and conditions for Non-Train Specific Ticket Purchases (coming soon)

Definitions

- 'We', 'our', 'ourselves', 'IÉ' and 'us' means larnrod Eireann Irish Rail
- 'You', 'your', 'customer', 'passenger' and 'yourself' means any person, except members of staff, whom wishes to use or avail of our services
- Digital Platforms in these terms and conditions means 'Website(s)', 'app(s)', 'passenger information displays', 'Wi-Fi', 'newsletter', or 'social media' assets operated or used by larnród Éireann

Company Registration

Digital Platforms is any platform owned and or operated by larnród Éireann – Irish Rail of Connolly Station, Dublin 1. Company Registration No. 119571 VAT No. IE 4812851 O.

These Terms of Use apply to all Digital Platforms owned and or operated by larnród Éireann.

For your convenience we have listed all of terms of usage below.

- Terms of Use
- Privacy Statement
- <u>Cookie Policy</u>
- Additional App Information
- <u>Contact Us</u>
- <u>Useful Links</u>
- Version Control

Terms of Use

Use of Digital Platforms

Using our Digital Platforms for the purposes of browsing and using our services is permitted. Any other use of the content and software on our Digital Platforms, including the reproduction, modification, distribution, transmission, republication or display of the content on the Digital Platforms without our express permission, is strictly prohibited.

The Digital Platforms or any portion of the Digital Platforms may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us.

You must not misuse the Digital Platforms by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt to gain unauthorised access to the Digital Platforms, the server on which the Digital Platforms is stored or any server, computer or database connected to the Digital Platforms. You must not attack the Digital Platforms via a denial-of-service attack or a distributed denial-of-service attack.

We reserve the right to refuse access to the Digital Platforms and/or the services contained herein in our discretion, including, without limitation, if we believe that particular conduct violates applicable law, is harmful to our interests or is in breach of these Terms of Use.

Intellectual Property

All content included on the Digital Platforms, such as text, graphics, logos, button icons, images, audio clips and software is our property or the property of our licensor and is protected by applicable copyright and/or other intellectual property laws. You acknowledge that you are only permitted to use any material contained on the Digital Platforms as authorised by us and you further agree not to copy, reproduce, transmit, distribute or create derivative works of such material without our prior written authorisation.

Limitation of Liability and Disclaimer

You hereby acknowledge and agree that our Digital Platforms is available for use 'as is' and 'as available', with no warranties of any kind whatsoever and that, without prejudice to the generality of the foregoing, we make no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose or performance of the Digital Platforms or the contents thereof.

You acknowledge and agree that we may temporarily suspend access to our Digital Platforms for any reason without notice, including but not limited to where there is a breakdown, error, defect or malfunction of any part of the Digital Platforms.

Except as expressly set out in these Terms of Use, all representations, warranties, terms and conditions whether express or implied in relation to the Digital Platforms or the information contained herein are hereby excluded to the fullest extent permitted by law.

Due to the fact that we cannot guarantee that the Digital Platforms will be fault free or that the information contained on the Digital Platforms will be correct, you agree that we shall not be liable for any loss or damage whatsoever arising out of or in connection with the Digital Platforms or the contents thereof, whether under theories of contract, tort (including negligence), strict liability or otherwise.

Interactive Areas

Our Digital Platforms may contain discussion forums, bulletin boards, user reviews or other forums in which you or third parties may post content. Messages, materials or other items on the Digital Platform ("Interactive Areas"). If such Interactive Areas are available, you are solely responsible for your use of such Interactive Areas and used them at your own risk. By using any

Interactive Areas. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Digital Platform any of the following;

- Any message, data, information, text, music, sound, photos, graphics, code or other material ("Content") that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, offensive, harassing, threatening, abusive, inflammatory, fraudulent, invasive of privacy or publicity rights or otherwise objectionable or inappropriate;
- Content that would constitute, encourage or provide instructions for the commission of a criminal offence, infringe the rights of any party, or otherwise infringe any applicable law;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations
- Content that may infringe a third party's privacy rights;
- Viruses, corrupted data or other harmful, disruptive or destructive files; or
- Content that, in our sole judgement, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Digital Platform, or which may expose us or our users to any harm or liability of any type

We accept no responsibility and are not liable for any Content of any kind that is posted, stored or uploaded by you or any third party on any Digital Platform, or for any loss or damage caused as a result thereof. As a provider of interactive services, we are not liable for any statements, representations or Content provided by users of any Digital Platform in any Interactive Area or other public forum. Although we have no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, we reserve the right, and have absolute discretion, to remove, screen or edit without notice any Content posted or stored on any Digital Platform at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Content you post or store on any Digital Platform at your sole cost expense.

Any use of the Interactive Areas or other portions of the Digital Platforms otherwise than in accordance with these Terms of Use may result in, among other things, termination or suspension of your access to the Interactive Areas and/or the Digital Platforms. In order to comply with an order of court of competent jurisdiction or to protect our systems or users of the Digital Platforms, we may process and disclose any information held by us in relation to a user of the Digital Platforms, we may process or uploads inappropriate or objectionable Content including, without limitation, their name, email address, IP address, usage history and posted Content.

Compliance with Applicable Laws

Due to the global nature of the Internet you agree to comply with all local laws regarding online conduct. You also agree to comply with any applicable rules regarding the export of any technical data from any country.

Links to other Digital Platforms

The Digital Platforms may contain links to digital platforms operated by third parties. Such links are provided for your convenience only. We have no control over these Digital Platforms and we are not responsible for their availability or content or privacy practices. The inclusion on the Digital Platforms of links to such other Digital Platforms does not imply any endorsement of the material on such Digital Platforms or any association with their operators.

Linking to our Digital Platforms

You may link to the home page of the Digital Platforms, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. 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. You must not establish a link to the Digital Platforms in any Digital Platforms that is not owned by you. The Digital Platforms must not be framed on any other site, nor may you create a link to any part of the Digital Platforms other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on the Digital Platforms other than that set out above, please <u>contact us.</u>

Variations

These Terms of Use and any documents referred to herein may be amended from time to time by us. The Digital Platforms will specify the latest date on which the terms of use have been amended.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of Ireland and you hereby submit to the exclusive jurisdiction of the Irish Courts.

Privacy Statement

larnród Éireann respects your privacy and is committed to protecting it. The purpose of this Privacy Statement is to inform you of the data relating to you that we collect and use in connection with our Digital Platforms and the uses (including disclosures to third parties) we make of such data.

If you have any questions about our use of your personal data, please contact us.

Personal Data We Collect and Process

We collect and process personal data relating to you in connection with your use of this website and our relationship with you. The types of personal data you provide to us which may include:

Purchasing a Ticket

- Title
- Contact Name
- Email
- Contact Number
- Passenger Name(s)
- Ticket purchased
- Service information
- Internet Protocol (IP) address for your device
- Passenger Email (optional)
- Passenger Contact Number (optional)
- User name (optional account holder only not guest)
- Password (optional account holder only not guest)
- Date of Birth (optional account holder only not guest)
- Address (optional account holder only not guest)
- Contact Preference (optional account holder only not guest)
- Any other information relating to you that you provide to us or that we generate about you in connection with your use of our Digital Platforms

Fixed Penalty Notice

- Name
- Male/ Female
- Address
- Date of Birth
- Build

- Approx. Age
- Approx. Height
- Glasses
- Hair
- Other features
- Confirmed by
- ID provided
- Nearest Station
- Boarded at
- Travelling to
- Service info

Payment Information

- Name on Card
- Card number
- Card Expiry Month and Year
- CVV Number (where available)

Our App

- Location
- Personal Information calendar and contacts
- See <u>app section</u> for a full description

Email/ Phone/ Social Media Feedback, Complaints or Queries

To assist customers with general queries, a complaint or providing us with general feedback we may ask for some of the details below to better assist and expedite the communication:

- Name
- Email
- Contact Number
- Address
- IP
- Browser, device or operating system
- Booking/ Fixed Payment Notice number
- First 6 and Last 4 digits of the payment information
- General note or explanation on the feedback
- Journey/ ticket details
- We will only ask for the information if it is needed to assist you, and is only used to deal with the communication

Other Information

- Market Research, Feedback and Competitions may include contact details if required
- Internet Protocol (IP) address from which you access the Platform and
- Any other information relating to you that you provide to us or that we generate about you in connection with your use of the website

Non-personal Information

We collect and analyse certain statistical information about the usage ("non-personal information"). When you visit our Digital Platforms, the following non-personal information may be retained about that visit including;

- The previous platform from which you accessed our platform;
- The identity of any search engine used to access our platforms, and any search terms used;
- The IP address of any link used to access our platform;
- Type of browser, device and operating system used;
- Date and time of your access;
- A list of all the pages visited; and

• The page from which you exit the platform

Most non-personal information is collected via cookies or other analysis technologies. To learn more about larnród Éireann's use of cookies, please see below.

Children's privacy

larnród Éireann is committed to protecting the privacy needs of children and we encourage parents and guardians to take an active role in their children's online activities and interests. Iarnród Éireann does not knowingly collect information from children under the age of 16 and Iarnród Éireann does not target its websites to children under 16.

How Iarnród Éireann uses your personal data and non-personal information

larnród Éireann uses your personal data to provide you with products or services and to help us better understand your needs and interests. Specifically, we use your information to help you complete a transaction or order, to communicate with you, to provide service and support, to update you on services and benefits, to carry out online behavioural advertising in accordance with our <u>Cookie Policy</u>, to personalize promotional offers and to personalize some larnród Éireann Digital Platforms.

Occasionally we may also use your information to contact you for market research regarding larnród Éireann products or services. We will give you the opportunity to choose your privacy preferences regarding such communications.

Payment information is used only for payment processing and fraud prevention. Payment information is not used for any other purpose by our financial services providers or larnród Éireann.

Non-personal information is aggregated for reporting about larnród Éireann website usability, performance and effectiveness. It is used to improve the customer experience, usability and website content.

Legal basis for processing personal data

The legal bases on which we process your personal data are:

- That this is necessary for the performance of tasks that we carry out in the public interest or in the exercise of official authority vested in us by law;
- That this is necessary for compliance with a legal obligation that applies to us;
- That this is necessary for the performance of our contract with you; or
- That you have given your consent to the processing

Who Iarnród Éireann shares your information with

We may disclose your personal data to other organisations in connection with the above purposes including:

- To third parties who we engage to provide services to us in connection with our Digital Platforms, such as outsourced service providers, IT service providers, professional advisers and auditors; See List of Current Providers PDF Format
- To other members of our corporate group;
- To any successor owners or operators of the digital platform; and
- To other public authorities and bodies where required or permitted by law, such as the Gardaí or other law enforcement authorities for the purposes of the prevention, investigation or detection of crime
- IÉ will not sell, rent or lease your personal information to others

Retention

We will not hold your personal data for longer than is necessary. We retain your personal data for as long as we need it for the purposes described, or to comply with our obligations under applicable law and, if relevant, to deal with any claim or dispute that might arise between you and us.

Retention Policy		
Version	Description of change	
Online Ticket Sales (Guest)	26 months transactional data*	
Online Ticket Sales (Account)	36 months from the last transaction on the account*. Accounts can be anytime via the <u>My Account</u> section.	
Fixed Payment Notice	36 months from the time the complaint is closed*	
CRM Department - Customer Complaints	36 months from the time the complaint is closed*	
Customer Queries, Assistance and Feedback	18 months from the time the complaint is closed*	

* Retention of records maybe longer pending an ongoing investigation or dispute.

Transfers

In connection with the above we may transfer your personal data outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union, for example <u>surveymonkey</u> is an online customer research tool provided by a company in the US and is used to carry out market research on our product or services.

If and to the extent that we do so, we will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers. These may include entering into a contract governing the transfer that contains the 'standard contractual clauses' approved for this purpose by the European Commission or, in respect of transfers to the United States of America, ensuring that the transfer is covered by the <u>EU-US Privacy Shield framework</u>.

Your Rights

You have the following rights, in certain circumstances and subject to certain restrictions, in relation to your personal data the right to:

- Access your personal data;
- Request the rectification and/or erasure of your personal data;
- Restrict the use of your personal data;
- Object to the processing of your personal data;
- Receive your personal data, which you provided to us, in a structured, commonly used and machine-readable format or to require us to transmit that data to another controller; and
- Where our processing of your personal data is based on you having provided consent, the right to withdraw your consent to the processing at any time

Your Marketing Choices

larnród Éireann gives you the choice of receiving a variety of information that complements our products and services. You can subscribe to receive certain product and service specific information and larnród Éireann marketing communications. larnród Éireann communications may include new product information, special offers, or an invitation to participate in market research. We give you a choice regarding delivery of larnród Éireann communications by postal mail, e-mail and telephone. We will make every effort to honour your preferences. This option does not apply to communications for the purpose of administering order completion.

You can choose whether to receive marketing communications by following the instructions at the time of entering your personal data ("opt-in").

To opt-out of receiving communications you have expressly requested (such as e-mail newsletters, software updates, etc.), use any of the following methods:

- Select the e-mail "opt-out" or "unsubscribe" link, or follow the opt-out instructions included in each subscription communication
- If you have an <u>account</u>, simply log in and change your preference
- <u>Contact Us</u> be sure to provide your name, e-mail and postal address, and relevant information about what you want to do

Access to and accuracy of your information

larnród Éireann strives to keep your personal information accurate. We have implemented technology, management processes and policies to maintain customer data accuracy. We will provide you with access to your information, including making reasonable effort to provide you with online access and the opportunity to change your information.

- Account Holders can review, amend or delete their details via the <u>My</u> <u>Account</u> section. Users will need their username/ email and password to access the system.
- Guest Users can only amend a booking subject to the terms and conditions related to the ticket purchased by clicking on the link within the booking confirmation or through the <u>Manage My Booking</u> section

Keeping your information secure

IÉ is committed to protecting the information you provide. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of the information, IÉ has in place appropriate physical and managerial procedures to safeguard the information we collect.

When you purchase travel tickets online, pay a fixed penalty notice or access your personal profile you can do so through a secure server. The use of Secure Socket Layer (SSL) technology means that all personal information, such as your credit/debit card number, will be encrypted as it travels from your computer to the larnród Éireann booking or payment engine. When received, the information is decrypted and processed in the same way as a normal card transaction by telephone. This security measure is working when you see either the symbol of an unbroken key or closed lock (depending on your browser) on the bottom of your browser window.

If your browser supports SSL, and if you entered our site via our secure server access, then transmission of any sensitive data will be protected. If your browser does not support SSL, we recommend that you upgrade to the latest version of any browser to enhance the security of further transactions, otherwise the transmission of your personal data may not be protected and IÉ disclaims any responsibility in this regard.

Iarnród Éireann - Irish Rail Cookie Policy

larnród Éireann respects the privacy of all visitors to our website. This Cookie Policy outlines our policy concerning the use of cookies on all larnród Éireann Websites.

We may update our Cookies Policy to reflect any changes in technology or data protection law. Any updates or changes that may affect how we use cookies or how you as a user can manage cookies will appear on this page.

What are cookies?

Cookies are small data files placed on your computer or internet enabled device by websites in order to add functionality. A cookie can be used to identify a user's computer or internet enabled device to the website, or to other third party websites. This allows websites to improve the way they work, such as remembering preferences expressed by a user or tracking a user's use of a website for statistical analysis. Typically, cookies involve the assigning of a unique number to the

visitor. More information about cookies can be found on <u>www.aboutcookies.org</u> and <u>www.allaboutcookies.org</u>

Cookies on Iarnród Éireann Websites

larnród Éireann sets the following types of cookies on your device when you visit our websites:

- Strictly necessary cookies
- Performance and analytics cookies
- Targeting and advertising cookies

These cookies are a mixture of first party cookies, which we set ourselves, and third party cookies that are set by third party service providers.

Strictly necessary cookies - We use the following cookies which are strictly necessary to allow you to access our websites, to move between pages and to receive services which you have requested:

Strictly necessary cookies			
Cookie Name	Provider	Description	More Information

These cookies include session cookies that allow users to stay logged in while navigating through our websites and to carry out essential tasks such as adding items to a shopping basket when purchasing tickets on our websites.

These cookies don't usually contain any personal data and are typically set by larnród Éireann to provide specific services such as e-commerce transactions.

Performance and analytics cookies - Cookies are also used to collect statistical information about visitors of our websites and the pages they view. These cookies allow visitors to receive a high quality experience through customised offerings and facilitate timely identification and resolution of any issues that arise. The following performance cookies are used on our websites:

Performance	ce and analytic	alytics cookies		
Cookie Name	Provider	Description	More Information	
Google Analytics	Google	Non personal - digital analytics tools to analyse data from all touchpoints in one place, for a deeper understanding of customer experience.	https://www.google.com	
Google Tag Manager	Google	Non personal - Tag Management Capabilities	https://www.google.com/ manager/	
Hotjar	Hotjar	Personal and Non Personal - Performance monitoring, analytics, customer feedback and survey*	https://www.hotjar.com/	
Survey Monkey	Survey Monkey	Personal and Non Personal - Customer feedback and survey*	https://www.surveymonke	

Performance and analytics cookies			
Marketo	Marketo	Personal - Newsletter communication	https://www.marketo.com
UserLike	UserLike	Personal and Non Personal - tool to have live chat capabilities to assist customers* and statistical information.	https://www.userlike.com
Botsify	Botsify	Personal and Non Personal - tool to have automated chat capabilities to assist customers* and statistical information.	https://botsify.com/

Information collected by these cookies is aggregated and used anonymously. *Where personal information is provided such as name, email, social media log in or contact number is only used for the purpose of the communication or to contact you in relation to the topic you were communication with us on.

Targeting and advertising cookies - Together with our partners and advertisers we use cookies to display advertisements that we believe are relevant to you and your interests. Third party advertisers and partners may analyse data they collect about your use of our websites in order to serve adverts to you on our websites or on other third party websites. We also work with advertisers in order to display our own adverts on third party websites, based on cookies set on your visit to our websites. Advertisers may also use information about your previous web activity to tailor the adverts which are displayed on our websites. Advertisers to ensure that you see the most relevant advertisements in future, both on our websites and on third party websites. The following are targeting/advertising cookies are used on the Website:

Targeting and advertising cookies			
Cookie Name	Provider	Description	More Information
Google AdSense	Google	Advertising and Retargeting	https://www.google.com/adsense/start/#/?moda
DoubleClick	Google	Advertising and Retargeting	https://www.doubleclickbygoogle.com/
Marketo	Marketo	Newsletter Analytics	https://www.marketo.com/

Other third party cookies - Some cookies that have been set on our websites are not related to larnród Éireann. When you visit a page with content embedded from a third party such as YouTube, Twitter or Facebook, these service providers may set their own cookies on your web browser.

Third party	Third party cookies		
Cookie Name	Provider	Description	More Information
	You Tube	Social media tracking user interactions for statistical purposes.	https://www.youtube.com/

Third party cookies	ty cookies		
Facebook/ Instagram	Social media tracking user interactions for statistical purposes.	https://www.facebook.com/business/new insights	
Twitter	Social media tracking user interactions for statistical purposes.	https://analytics.twitter.com/about	

We do not control the use of these cookies and cannot access them due to the way that cookies work, as cookies can only be accessed by the party who originally set them. You should check the third party websites for more information about these cookies and the cookie policy of these third parties.

Controlling and disabling cookies - If you do not want your browser to accept cookies, you can turn off the cookie acceptance option in your browser settings. For further information about how to turn off cookie acceptance please refer to the "Help" function in your browser. Please note that disabling cookie support may prevent the Website from functioning properly and you may not be able to fully utilise all of its features and services. Click the link for more information on how to manage cookies, including how to opt-out of performance cookies.

In order to see all cookies operating on a platform there is several useful tools available that will enable you to see what is being tracked and some even give you the option to disable tracking you do not want for free.

Additional Information on our App

Our Apps use certain phone features to enhance user experience. Below we have provided a summary of the device features the apps may use and the reasoning why we use them.

At all times if you no longer wish for the app to use any of the features below, please go to you Apple device settings or Android Permissions Manager to amend access.

Storage - The permission is needed to be able to move the app to the SD card. The app needs to be able to read and write its own data afterwards. This is an Android feature allows the smartphone owner to free up as much internal / device memory as possible or help them if they change to a new handset.

Network Communication - This is necessary because the app needs to connect with our servers when queries are run which returns results to the smartphone on real-time and static train information. We are using live data because it is not possible to operate an offline version given the nature of the rail environment. There is also a check whether an internet connection is available.

Your Location - The app features an option to show stations nearby using Maps and Geotagging, so we need to know where the user is for this to work. Raw coordinates are sent to our servers to get a list of stations in the vicinity. The position is only used once and is not stored permanently.

Your personal information - This permission allows the app to read and write data to the device's calendar. The user can save trips to his calendar, so we need to be able to store the events. We use the reading permission to get a list of all calendars available as there may be more than one, so the user can choose which calendar the trip will be saved in. We do not read or manipulate any existing calendar entries.

This permission allows the user to place shortcuts on the device's home screen so they have

quick access to certain queries. This saves the user having to re-enter an origin and destination for every journey.

Contact Us

Prior to contacting us, please review all of the information above.

Information Missing, General Queries or Feedback

Iarnród Éireann - Digital Channels Amien Street, Dublin 1. D01 V6V6 Data Protection Complaints or Req

Iarnród Éireann - Data Protection Off Amien Street, Dublin 1. D01 V6V6

digital@irishrail.ie

dpo@irishrail.ie

Useful Links

- EU GDPR Information Portal
- <u>GDPR and You</u> an overview of GDPR
- DATA Protection Commissioner Ireland website

Previous Versions

Previous Versions		
Version	Time	Valid from
Terms of use (V.1)		09/03/2018
Terms of use (V.2)	Page updated to include additional disclaimers.	27/03/2018
Terms of use (V.3)	Page updated to bring policy in line with GDPR regulations	24/05/2018
Terms of use (V.4)	Page updated to include additional disclaimers.	20/08/18